

AGREEMENT BETWEEN

**CLEVELAND FOOD INDUSTRY
COMMITTEE**

AND

**AKRON-CANTON FOOD INDUSTRY
COMMITTEE**

AND

**UNITED FOOD AND COMMERCIAL
WORKERS UNION
LOCAL NO. 880
MEAT DIVISION**

880 UFCW

K# 6783

Effective

September 12, 2005

Expiration

September 14, 2008

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AGREEMENT

This Agreement is by and between the members of the CLEVELAND FOOD INDUSTRY COMMITTEE and AKRON-CANTON FOOD INDUSTRY COMMITTEE, on behalf of their members, hereinafter referred to, separately and collectively, as the "Employer", and UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL NO. 880, chartered by United Food and Commercial Workers International Union, hereinafter referred to as the "Union".

ARTICLE I

Recognition and Union Security

Section 1. Recognition - The Employer recognizes the Union as the sole bargaining agent for all of the Employer's meat department employees in its retail stores located in the Ohio counties of Ashtabula, Cuyahoga, Geauga, Lake, Lorain, Medina, Ashland, Erie, Holmes, Huron, Portage, Stark, Summit, Tuscarawas, and Wayne, and the Pennsylvania county of Erie, excluding supervisors as defined in the National Labor Relations Act, as amended. Furthermore, the handling, processing, and offering for sale of fresh and frozen meats, poultry, fish, rabbits, sausage, and smoked meat which has customarily been performed by bargaining unit employees in the store shall continue to be within the work and collective bargaining jurisdiction of the Union, regardless of place of performance, (1) to the extent such work continues to be performed by the Employer within the Union's geographical area of representation as set forth above, and (2) to the extent such work is not currently performed by employees who are represented by another union. The Employer may employ one (1) food service manager in a store not in the bargaining unit. The Employer may employ one (1) food marketing manager in a store not in the bargaining unit. Specifically, although only the Employer's store meat department in the aforementioned counties are covered by this Agreement, the Employer recognizes that the Union has work and collective bargaining jurisdiction over the Employer's store delicatessen operations, store prepared and/or hot food operations (including adjunct cafeterias), meat warehouse, and central cutting plants, when any such operations are located within the aforementioned counties and are not currently represented by another union. Provided that —

1. The Employer shall retain managerial discretion in the areas of work methods and/or processes and merchandising policies and/or techniques including, but not limited to, the rights to introduce new and/or change existing work methods and/or processes (centralized or decentralized), to introduce new equipment and/or technological processes, and to obtain and sell pre-cut, pre-packaged, pre-processed, pre-priced, etc., products from outside sources;
2. The Employer will notify the Union at least three (3) weeks before making any major technological change that would affect a substantial number of employees;

3. No regular full-time employee will be displaced (i.e., deprived of a job), reduced in rate of pay, and/or reduced below regular full-time status (i.e., forty (40) hours per week) because of the exercise of such managerial discretion described in subparagraph 1 above. For the purpose of this Article only, a regular full-time employee is one who, at the time of the change, has completed his or her probationary period and is actively working, is on an approved leave of absence, or is absent because of illness or injury;
4. If, after the exercise of such managerial discretion described in subparagraph 1 above, there are any unresolved questions concerning displacement, reduction in rate of pay, and/or reduction below full-time status, the Union may submit such questions to arbitration under the grievance procedure in the Agreement.

Section 2. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union on the execution date of this Agreement shall remain members, and those who are not members on the execution date of this Agreement shall on the thirty-first (31st) day following execution date of this Agreement become and remain members in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its execution date shall on the thirty-first (31st) day following the beginning of such employment become and remain members in the Union.

Section 3. The Employer shall, for the term of this Agreement, deduct initiation fees, Union dues, and any other deductions that are uniformly applied from each pay period of employees who are members of the Union and who individually and voluntarily certify in writing authorization for such deductions. The Employer shall remit all deductions promptly to the Union.

Section 4. An Employer may establish specialty shops operated by other employers on a store-by-store basis only with the consent of the Union, with the understanding that none of the employees covered by this Agreement will be adversely affected in any way by such changes.

ARTICLE II

Management Rights

In addition to the management rights specified elsewhere in the Agreement, the management of the business and the direction of the work force, including, but not limited to the right to plan, direct, and control store operations; to establish merchandising and pricing policies; to hire, suspend, or discharge for just cause; to assign and allocate work; to transfer employees because of lack of work or for other legitimate reasons; to study or introduce new or improved methods or facilities; to establish and maintain reasonable rules and regulations covering the operation of the store; and to carry out the ordinary and customary functions of management are vested exclusively in the

Employer, except to the extent modified by this Agreement, and provided further, that the Employer shall not exercise such rights in an arbitrary or capricious manner.

ARTICLE III

Hours

Section 1(a). The regular workweek for full-time employees hired before September 11, 1984, shall consist of forty (40) hours in any five (5) days, Monday through Saturday. Provided, that in a holiday week, the regular workweek for such full-time employees shall consist of thirty-two (32) hours in any four (4) days, excluding the holiday, Monday through Saturday. Provided further, that although part-time employees hired before September 11, 1984, have no regular workweek, as such, they shall not regularly work on more than five (5) days in an ordinary workweek and four (4) days in a holiday workweek, Monday through Saturday, unless otherwise agreed to between the Employer and the Union.

Section 1(b). The regular workweek for full-time employees hired on or after September 11, 1984, shall consist of forty (40) hours in any five (5) days, Monday through Sunday. Provided, that in a holiday week, the regular workweek for such full-time employees shall consist of thirty-two (32) hours in any four (4) days, Monday through Sunday. Provided further, that although part-time employees hired on or after September 11, 1984, have no regular workweek, as such, they shall not regularly work on more than five (5) days in an ordinary workweek and four (4) days in a holiday workweek, Monday through Sunday, unless otherwise agreed to between the Employer and the Union.

Section 1(c). During weeks other than holiday weeks, an optional workweek of four (4) ten (10) hour days may be utilized with the following terms:

- a. This optional workweek must be mutually agreeable between the Employer and the employee;
- b. Employees working this optional workweek shall be scheduled at least forty (40) hours per week;
- c. The optional workweek shall be offered in order of seniority within classification among employees who have the ability to perform the work;
- d. The optional workweek shall be scheduled in accordance with the Sunday work and basic workweek sections contained in Article III of this Agreement;
- e. Sunday work shall be paid at the appropriate Sunday rate;
- f. All work over ten (10) hours per day shall be paid for at the rate of time and one-half (1 1/2) the straight-time rate of pay;

- g. Employees working ten (10) hour shifts shall receive a fifteen (15) minute rest period during the first half of the shift, and a twenty (20) minute rest period during the second half of the shift;
- h. There shall be no night hours restriction among those employees electing this option.

Section 1(d). 1. A full-time or part-time employee may volunteer to be scheduled for up to ten (10) hours per day on any Sunday or Saturday at straight-time rates, plus any appropriate Sunday or holiday premium pay except time and one-half. Employees who are entitled to time and one-half for work on Sundays or holidays who choose to work these shifts shall receive a fifty cents (\$.50) per hour premium for work on Sundays and a one dollar (\$1.00) per hour premium for work on holidays. If an Employer and an employee mutually agree upon the entire weekly schedule for that employee, the ten (10) hour Sunday and/or Saturday shift(s) may be scheduled. If more than one employee wishes to work such ten (10) hour shifts on the same day and an Employer cannot schedule all of them for such shifts, the employee(s) with the greatest seniority will be scheduled for such shift(s). Employees scheduled to work nine (9) or more hours in a day shall receive a fifteen (15) minute rest period during the first half of the shift, and a twenty (20) minute rest period during the second half of the shift.

2. For stores in which Sundays are rotated among volunteers as provided in Sections 2(a) and 2(b) of this Article, scheduling of employees on Sundays for shifts in excess of eight (8) hours under this Section shall not be used to reduce the hours worked on Sundays by employees who elect to be included in the Sunday rotation under Sections 2(a) and 2(b).

Section 2(a). Employees hired before September 11, 1984, shall be paid at time and one-half (1-1/2 times regular rate of pay) for Sunday and holiday work, but Sundays and holidays shall be outside their regular workweek.

Section 2(b). For those stores open on Sundays and holidays prior to September 11, 1984 employees hired on or after September 11, 1984, shall be paid at their straight-time rate of pay. In addition, all such employees, except Student Employees, shall receive a premium of fifty cents (\$.50) per hour for Sunday work and a premium of one dollar (\$1.00) per hour for holiday work. The current rotational scheduling procedure shall be continued for employees hired before September 11, 1984.

Section 2(c). For those stores open on Sundays and holidays after September 11, 1984, employees hired on or after September 11, 1984, shall be paid at their straight-time rate of pay. In addition, all such employees, except Student Employees, shall receive a premium of fifty cents (\$.50) per hour for Sunday work and a premium of one dollar (\$1.00) per hour for holiday work and will be scheduled as part of the workweek, and must work Sundays and hol-

idays if scheduled. Hours worked on Sundays and holidays by such employees in such stores cannot be claimed by employees hired prior to September 11, 1984 (or by any employee who would receive time and one-half [1 1/2] for such work).

Section 2(d). Nothing in this Section shall be interpreted to exclude the counting of Sunday hours for any of the following purposes:

1. The hours counted for determining health and welfare contributions;
2. The hours counted for pension contribution purposes;
3. Hours accumulated for establishing rates of pay; and
4. Hours counted for vacation pay.

Section 3(a). The following terms in this Section shall apply to Meat Department Head, First Cutter, Journeyman Cutter, Apprentice Meat Cutter, and Meat Clerks, hired before September 11, 1984, in the jurisdiction of the Cleveland Food Industry Committee Agreement.

1. Nights are all times after 6:00 P.M. and before 6:00 A.M.
2. For the purpose of this Section, the following classifications shall be considered the same: Meat Department Head, First Cutter, Journeyman Cutter and Apprentice Meat Cutter. However, it is understood that the terms of this Section shall not require or cause a Meat Department Head to work more than two (2) nights per week, and any remaining nights shall be worked by other employees in accordance with the terms of this Section.
3. The Employer may require each employee to work one (1) night. However, the Employer will not schedule a more senior employee a night if a less senior employee (including employees hired on or after September 11, 1984) is not scheduled to work a night within the same classification.
4. It is the intent of the parties to attempt to resolve at store level the working of nights by mutual agreement of the employees among themselves within classification.
5. If a mutual agreement is not reached, employees will select a night by seniority within classification. After each employee works the one (1) required night in a week, then inverse order of seniority shall apply for the working of any additional nights within classification.
6. Employees hired before September 11, 1984, will not be required to work Saturday night.

Section 3(b). The following terms in this Section shall apply only to Deli Clerks hired before September 11, 1984:

1. Nights are all times after 6:00 P.M. and before 6:00 A.M.

2. Employees will be required to work one (1) night per week. However, the Employer will not schedule a more senior employee a night if a less senior employee (including employees hired on or after September 11, 1984) is not scheduled to work a night. After each employee works the one (1) *required night in a week, then inverse order of seniority shall apply for the working of any additional nights.*

Section 4. There shall be no pyramiding of overtime or other premium pay compensation (including night premiums).

Section 5. An employee shall be paid time and one-half (1 1/2 times his or her regular rate of pay) as follows:

- (a) For all hours worked in excess of forty (40) in one (1) regular workweek.
- (b) For all hours worked in excess of thirty-two (32) in one (1) holiday workweek (except as provided in Article VIII, Holidays, Section 1).
- (c) For all hours worked in excess of eight (8) in one (1) day or in excess of forty (40) in one (1) workweek, whichever is greater.
- (d) Time and one-half (1 1/2) shall be paid to employees working a sixth (6th) day in their appropriate basic workweek if such work is involuntary and required by management.

Section 6. Part-time employees shall be guaranteed fourteen (14) hours of scheduled work in any week in which they are scheduled to work at all. Provided that —

- (a) Part-time employees called in to work Saturday only, or the day before a holiday only, shall be guaranteed eight (8) hours of scheduled work on that day, but are exempted from the weekly guarantee;
- (b) Part-time employees who are not available for fourteen (14) hours of work per week or who do not report as scheduled are exempted from the weekly guarantee.
- (c) The hours minimums provided in this Section shall not apply to employees who choose to work a reduced schedule, or who are not available to work additional hours.

Section 7. Part-time employees shall receive available hours up to full-time work in accordance with seniority and classification.

Section 8. There shall be no split shifts (i.e., all work done in one (1) day shall run continuously from starting time to quitting time, except for lunch and rest periods), and no employee shall be permitted to accept time off in lieu of overtime pay. Furthermore, a meat department employee ordered to report for work shall be scheduled for not less than five (5) hours of work if he or she is available for the hours scheduled, and a deli department employee ordered to report for work shall be scheduled for not less than four

(4) hours of work if he or she is available for the hours scheduled. In addition, except in emergency situations, all employees will be given at least ten (10) hours off between work shifts. If, as a result of a scheduling error, an employee is involuntarily scheduled with less than ten (10) hours off between shifts, the employee may have the schedule adjusted to provide for such time off with no loss of hours.

Section 9. Employees shall receive a fifteen (15) minute paid rest period for each half (1/2) day worked, not to exceed two (2) rest periods per day. Employees working six (6) hours or less in one (1) day shall be entitled to one (1) fifteen (15) minute rest period. Insofar as practicable, the first employees within each classification to report for work will be the first to receive rest periods and, to the extent reasonably permitted by operational requirements, employees will work at least one (1) hour and fifteen (15) minutes before being scheduled for a rest period. An employee shall not exceed fifteen (15) minutes allowed for the rest period and shall return to his or her duties within the time allowed.

Section 10. A lunch period, without pay, shall be scheduled by the Employer as near as possible to the middle of the shift for any employee who works in excess of six (6) hours. Those employees working six (6) hours or less shall not be required to take a lunch period. Lunch periods shall be of one (1) hour duration. However, by mutual agreement between the Employer and employee, it may be of shorter duration or eliminated.

Section 11. Each store will post a work schedule, in ink, by 1:30 P.M. each Friday for the following week with all employees (including anyone on layoff) listed according to seniority showing starting times, quitting times, and the total number of hours scheduled for the week. Each employee must make known any errors in the schedule by noon on Saturday. Employees not working on Friday or Saturday may call during hours the store is open for business to get their schedule. The work schedule will not be changed after posting, except in cases beyond the control of the Employer, such as strikes by other unions, Acts of God, or absenteeism. Upon request, the union representative will be furnished a copy of the schedule, and all old schedules shall be maintained in the store for a period of two (2) months.

Section 12. To the extent consistent with efficient store operations, days off for employees regularly scheduled five (5) days per week who regularly work thirty-two (32) or more hours per week shall be scheduled by the Employer and will not be changed from week to week unless necessitated by sickness, vacations, holidays, or emergencies beyond the control of the Employer.

Section 13. There shall be a First Cutter in every store meat department which has four (4) or more qualified full-time Journeyman Meat Cutters (including the Meat Department Head and Meat Cutter-Counters).

Section 14. Overtime hours within each store shall be equitably rotated within classifications, provided the employee is capable of doing the required work.

Section 15. It is agreed that if the Employer decides to schedule one (1) or more employees off on Saturdays, the Saturday day off will be rotated on an equitable basis within classification. It is understood that the Employer may, in its own discretion, commence or cease scheduling employees off on Saturdays.

Section 16(a). All employees must punch a time clock or sign a time card, and such work-time records **MUST** remain in the card rack until after the employees depart for the day (including Saturday).

Section 16(b). Where computerized time recording is introduced, it shall be permitted as an exception to the time card provisions, provided that the store manager (or acting manager) shall upon request promptly provide the store's Union Representative or Steward with a hard copy of information that is comparable to that which could have been obtained from the time cards.

Section 16(c). The Employer agrees that there shall be no "free" or "time-off-the-clock" work under this Agreement.

Section 17. When an employee loses time from his or her schedule in any week due to an emergency caused by a civil or natural disturbance, any arrangement which may be worked out between the Union and Employer to make up all or part of such lost time shall be valid under this Agreement. When work is offered to an employee under such arrangement, he or she may accept such work or reject it and lose the time.

Section 18(a). Any employee who has to appear in court for the Employer for any reason shall be paid for such time. If the court appearance is on the regular day off of an employee who regularly works five (5) days per week, the employee shall be paid at the rate of time and one-half (1 1/2).

Section 18(b). An employee who is required by subpoena to appear in Court as a witness and misses work because of that appearance will receive up to one (1) day's pay for hours of work actually lost, but the Employer has the right to adjust the employee's work schedule that week to make up the lost hours.

Section 19(a). All required meetings, including meetings for training, shall be paid for as time worked.

Section 19(b). When the employee is required to travel from one (1) store to another or to attend a meeting in a different location other than his/her store during his/her basic workday, the time spent traveling shall be considered as time worked.

Section 20. Learn and Earn Program - Employees who wish to attend an institution of higher learning or a trade school and are unable to work any and all assigned schedules shall put such commitment into writing for both the Employer and the Union, and such information shall, upon request, be made available to the Union. Employees who are

available to work only certain hours due to other commitments shall not cause a reduction in hours for other employees when such commitments no longer interfere with their availability; they will have the right to additional hours, in accordance with seniority, when such additional hours are available.

The Employer shall approve or disapprove such schedule restrictions based on the needs of the operation, provided that the requests will not be unreasonably withheld.

The parties agree that the granting or denial of educational schedule restrictions will be on a case-by-case basis and shall not set a precedent in the determination of requests by other employees.

ARTICLE IV

Working Conditions

Section 1. Necessary book work shall be performed during work hours and on the Employer's premises.

Section 2. The Employer may require employees to initial Employer policy and rules to verify that those policies and rules have been read and that the employees are familiar with their contents. Company policies and rules which employees are required to initial shall be posted in each store and furnished to the Union upon request.

Section 3(a). The Union shall furnish the Employer orientation kits to be distributed to newly hired and rehired employees. All completed forms filled out by new or rehired employees will be forwarded by the Employer to the Union Office immediately upon hire. Such forms are self-addressed, and postage paid by the Union.

Section 3(b). The Employer shall submit to the Union a list of employee terminations, leaves of absence, and permanent transfers with each monthly dues report.

Section 3(c). In January and July of every year, each Employer shall supply the Union with store seniority lists of all employees by classification. In addition, upon request by the Union (not more than semi-annually), a company-wide seniority list is to be provided which shall include name, date of hire, store, and classification.

Section 4. Upon request from the Union, the Employer will submit its safety policy. Employees failing to comply with reasonable rules and regulations defined by Company policy and/or State regulations and/or Federal regulations governing safe and healthy working conditions are subject to disciplinary measures. An employee has the right to refuse to perform any work which he or she considers unduly hazardous, but if the alleged safety risk is found to be insufficient to justify the refusal, the employee is subject to appropriate discipline, including suspension or discharge, if circumstances warrant. The Union-Industry Safety Committee shall meet as often as necessary, upon request of either party, to discuss and attempt to resolve any safety problems within the industry.

Section 5. Union Representatives shall be allowed to enter stores to conduct Union business when the store is

open for business or when outside salesmen are in the store. In facilities other than stores (where employees covered by this Agreement are employed), Union Representatives shall be allowed access to conduct Union business during regular working hours.

Section 6(a). The Employer recognizes the right of the Union to select a Steward at each store or facility covered by this Agreement to represent the employees on grievances concerning the interpretation or application of this Agreement. Union Stewards shall be allowed a reasonable amount of time to perform this function during their regular working hours.

Section 6(b). The Union Steward shall be considered to have the longest seniority for purposes of layoff.

Section 6(c). Providing there is no disruption of the Employer's operations of business, Union Stewards shall be scheduled for the night off to attend Stewards meetings and the regular area meeting.

Section 6(d). No Union Steward shall be transferred, except for incompetence, unless such transfer is agreed to by the Steward or the Union.

Section 6(e). The Employer will pay annually up to one (1) day's pay for one (1) Union Steward per store to attend the Local Union's Annual Union Steward Seminar(s).

Section 7. All stores shall provide bulletin board space for Official Union notices signed and approved by an Officer or Business Representative of the Union.

Section 8. The Union and the Employer agree that in the hiring or employment of employees there shall be no discrimination against an employee or against any applicant for employment because of race, sex, creed, national origin, age, or disability. It is also agreed that there shall be no discrimination against any employee who exercises his or her right to aid and assist the Union or make claims under this Agreement.

Section 9(a). No employee shall be disciplined or discharged without just cause.

Section 9(b). An employee shall have the right to have his or her Union Steward or Union Representative present during any disciplinary meeting, provided they are available.

Section 10. An employee may agree but shall not be required to take a lie detector test or to be the subject of the psychological stress evaluator or similar device whatsoever.

Section 11(a). In the event that an employee who has worked as a full-time or regular employee for a period of two (2) years or more should suffer an industrial accident and is attended by a physician and cannot return to work within one (1) week, he or she shall receive their first (1st) week's pay only, less any Industrial Commission payment allowed during the first (1st) week.

Section 11(b). If an employee is injured on the job and requires medical attention and is ordered not to return to work by the attending physician, the employee shall be paid for their scheduled hours that day.

Section 12. When the Employer needs additional employees, the Employer shall give the Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Union.

Section 13. The Union agrees to furnish to the Employer at least one (1) Union Store Card for each of the Employer's stores covered by the Agreement, to be displayed on the premises in a conspicuous place. Such cards shall remain the property of and shall be surrendered to the Union upon demand.

Section 14. Notwithstanding anything to the contrary in this Agreement, an employee who enters into a business, either as an employee or owner, that competes directly with the Employer shall be subject to immediate discharge, without recourse.

Section 15. The Employer shall for the term of this Agreement deduct an annual voluntary contribution to the Union's Active Ballot Club from the first (1st) pay in the month of September for those employees who have voluntarily and individually authorized such deductions by executing and submitting a written authorization (i.e., check-off form) therefore, and all funds so deducted shall be remitted to the Union's Active Ballot Club before the end of September, provided that, where practicable, the Employer will work with the Union to deduct voluntary contributions to the Union's Active Ballot Club from each pay (with proper employee authorization), and all funds so deducted shall be remitted to the Union's Active Ballot Club at the end of each month.

Section 16. New Methods - It is agreed that should the Employer intend to initiate a major change in method of operation which is not presently in the industry within the area of operation covered by the Union that would result in a substantial change in the content of any job presently covered by this Agreement (e.g., including, but not limited to, "case ready" cuts of meat, "pre-priced" items, etc.), the Employer shall give notice of the nature of such suggested new method of operation to the Union, following which, the matter of job classifications, wages and/or other conditions and/or the disposition of employees potentially to be displaced shall then become a matter of negotiation with the Union for a period of forty-five (45) days. Pending negotiations by the parties during the above-mentioned forty-five (45) day period, no change of operations as above set forth shall be placed into effect.

In the event the parties have not arrived at agreement within the above forty-five (45) day period, the Employer may elect to place such changed method of operation, as above defined, into effect, and all unresolved issues in regard to job classifications, wages, working conditions, and/or the disposition of displaced employees shall be submitted to final and binding arbitration in accordance with Article XIV, Grievance Procedure. The remedy, if any, shall be effective with the date of the arbitrator's award.

Section 17. The Employer can assign the stocking of packaged frozen food products that are ready for immediate sale to either bargaining unit (grocery or meat).

ARTICLE V

Seniority

Section 1. All new employees shall be on probation for sixty (60) days, and the Employer shall have exclusive control over such probationary employees, including, but not limited to, the right to discipline or discharge.

Section 2(a). Seniority shall be defined as the length of an employee's service within classification from his or her last date of hire, but for all seniority purposes, First Cutters and Journeyman Meat Cutters shall be considered as one classification. For multi-store operations, seniority shall be on a county area basis, and secondly on a company-wide basis (unless other areas are agreed upon between the Union and a Company). Provided, that if the Employer temporarily transfers an employee for the benefit of the Employer and such transfer required the employee to travel an additional twelve (12) miles or more (one way), the employee shall be reimbursed forty cents (\$.40) per mile for the additional miles of required travel.

Section 2(b). Upon the completion of training Apprentice Meat Cutters shall be dovetailed into the Journeyman seniority list with retroactive credit for time worked as an Apprentice for the Employer.

Apprentices who have not completed their training shall be laid off before a Journeyman.

Section 3. For the purpose of layoff, recall (reinstatement after layoff), permanent transfer from one store to another (except when such transfer is made to staff a new store) and/or permanent transfer from one type of work to another, an employee's classification seniority shall be considered along with his or her experience and ability to perform the available work, and if all other considerations are reasonably equal, seniority shall be the controlling factor. However, it is agreed that there shall be no transfers which are discriminatory, punitive, or arbitrary, and if any disputes arise over transfers, the Union shall have the right to process such disputes through the grievance procedure. Furthermore, when an employee is transferred to a different store, the Employer will make every effort to assign the employee to a store which is a reasonable distance from the employee's home. If it ever becomes necessary to change the status of a full-time employee, either by layoff or reduction to part-time status, the Union and the Employer shall confer within forty-eight (48) hours after notification to the Union regarding the contemplated layoff or hours reduction, and whatever arrangements are made for the layoff or hours reduction shall be final.

Section 4. In the event of a decrease in the work force, a senior employee not subject to layoff may accept a layoff in lieu of a junior employee who is capable of performing the senior employee's work. The procedure for this option is that the Employer shall, if reasonably practicable, post a

five (5) day layoff notice, and during this period a senior employee not subject to layoff may notify the Employer that he or she prefers to accept a layoff in lieu of a qualified junior employee, and any such request shall be granted by the Employer in accordance with seniority. A senior employee who elects to take a layoff may, after a ninety (90) day period, exercise his or her seniority to return to work.

Section 5(a). For the purpose of promotion, the Employer has the right to make the final decision after giving due consideration to seniority.

Section 5(b). Senior employees shall have the right to demonstrate their fitness and ability (including retraining) for newly created jobs.

Section 5(c). It is agreed that any regular employee who is classified as a Meat Clerk or a Deli Clerk shall have the right to advance to the position of Apprentice Meat Cutter if such employee demonstrates the fitness and ability to perform the required work. In order to advance to the position of Apprentice Meat Cutter, an employee must advise the Employer in writing of his or her request, and thereafter any such employees who have so indicated their preference will be considered for available Apprentice openings as they occur. Any employee who advances to the Apprentice position will not suffer a rate reduction as a result of such advancement. Furthermore, any employees who become Apprentice Meat Cutters under this procedure and who do not successfully complete the Apprentice program because of lack of ability, willingness to perform the required work, or any other valid reason, shall revert back to their previous classification at the appropriate rate for that classification, and shall be prohibited from any future job bids under this paragraph for a period of twelve (12) months. In addition, Deli Clerks shall have the right to advance to the position of Meat Clerk under the same procedures and conditions set forth above.

Section 6. Seniority shall be terminated or broker for the following reasons:

1. Voluntary quit;
2. Discharge for cause;
3. Layoff exceeding twelve (12) consecutive months;
4. Failure to report for work within five (5) days after a written recall notice is sent to the employee's last known address (but the employee must notify the recalling company within three (3) days of his or her intention to return to work).
5. On leave of absence for more than two (2) years.

Section 7. A regular full-time employee shall be given a one (1) week notice of layoff or hours reduction or shall receive pay in lieu thereof.

Section 8. In the event of a grievance arising out of a lay-off or an hours reduction, there shall be no Employer liability until one (1) week after the grievance is filed by the Union if the Employer has given the one (1) week notification as required in Section 7 of this Article. In the event

that the Employer has not given the one (1) week notification, the Employer's liability shall begin with the first day of a layoff or an hours reduction (if such layoff or hours reduction is determined to be out of seniority).

Section 9. Any employee assigned to a job within the Company not under any Union jurisdiction shall maintain his or her seniority within the bargaining unit for a maximum probationary period up to one (1) year from the date of assignment. During the probationary period, the employee shall maintain membership in the Union. The Company will continue contributions into Meat Cutters Health & Welfare Fund and into United Food & Commercial Workers International Union-Industry Pension Fund during this period. Within this period, the Company or the employee may request return to the employee's former classification. The Company will notify the Union when the probationary period ends, but may terminate it at any time during the year. The one (1) year period can be extended by mutual agreement between the Employer and the Union.

Section 10. In the event of a long-term layoff of employees in a particular classification, the Employer will work with the Union in an effort to reach an agreement to provide laid-off employees the opportunity to fill vacant positions for which they are qualified.

Section 11.

- a. When it becomes necessary to close one or more stores, the following bumping procedure will be used for full-time employees:
 - i. The most senior full-time employee in *each classification in the closed store* will bump the least senior full-time employee in that classification in the bargaining unit (chain-wide);
 - ii. The next most senior full-time employee in the closed store will then bump the least senior full-time employee in the same classification chain-wide, and the process will be repeated until all of the full-time employees in the closed store have bumped out, or until the remaining full-time employee or employees within a classification in the closed store is or are the least senior employee or employees chain-wide;
 - iii. The least senior employees who are bumped, and the least senior employees (if any) who remain in the closed store, will be laid off and paid severance pay in the amounts provided in Article IX, Section 19(a).
- b. For the purposes of this provision, full-time employees shall be those employees who are entitled to forty (40) hours of vacation pay per week in the calendar year in which the closure is announced. In addition, the roster of full-

time employees in a closed store and the least senior full-time employees to be bumped shall be determined as of the date the closure is announced to the Union under the terms of the Agreement.

ARTICLE VI

Vacations

Section 1. Employees shall be entitled to vacations with pay based on the following schedule of continuous service.

FULL YEARS OF CONTINUOUS SERVICE	WEEKS OF VACATION
1	1
3	2
7	3
12	4
17	5
23	6

Effective January 1, 2007, implement the following vacation schedule for all employees, provided that no employees will be reduced in the number of weeks of vacation to which they were entitled in calendar year 2006:

FULL YEARS OF CONTINUOUS SERVICE	WEEKS OF VACATION
1	1
3	2
10	3
15	4
20	5

Employees who were entitled to a certain number of vacation weeks for calendar year 2006 will continue to receive that number of weeks unless and until they become entitled to an additional week under the above schedule. Employees receiving six (6) weeks of vacation in 2006 will continue to receive six (6) weeks of vacation.

Section 2. The Employer may require employees, on the basis of inverse seniority, with five (5) or more weeks of vacation to take at least one (1) of those weeks prior to April 30 of each year.

Section 3(a). Any employee becomes eligible for vacation pay on his or her anniversary date, but after an employee completes one (1) full year of service, the employee may thereafter take his or her vacation with pay after January 1 of each year, so long as he or she actually performs some work after January 2 before taking vacation. Provided, that if an employee is terminated prior to taking his or her vacation, the employee shall receive his or her vacation pay only if he or she has passed his or her anniversary date. Provided further that if an employee is terminated due to the closing of a store, the employee shall also receive vacation pay prorated from his or her anniversary date to the date of termination.

Section 3(b). In the event an employee dies, any or all vacation which he/she has earned shall be compensated to his/her estate.

Section 3(c). Any employee shall forfeit his or her right to any unused vacation pay if discharged for just cause.

Section 4. If a holiday falls within the scheduled vacation period of an employee, he or she shall receive an additional day off with pay.

Section 5. The Employer shall pay vacation pay in advance of the vacation.

Section 6(a). Employees who average thirty-seven (37) or more hours per week during a vacation year shall be paid forty (40) hours for each week of vacation. Leaving work due to slow business conditions before the end of a shift by mutual agreement between the Manager and employee shall not reduce vacation entitlement.

Section 6(b). Vacation pay for employees who average less than thirty-seven (37) hours per week during a vacation year shall be calculated by multiplying the hourly rate of an employee at the time they take their vacation by the average hours per week they were paid in the vacation year. The vacation year is defined as being the twelve (12) month period between the anniversaries of the employee's hiring date (for first year employees), or the calendar year, whichever is applicable. The average hours per week paid during a vacation year shall be determined by dividing the number of hours paid during the vacation year by fifty-two (52).

Section 6(c). When a full-time employee's vacation pay is reduced due to long-term illness in the preceding calendar year, the amount of vacation time to be taken off from work during the following calendar year will be reduced to the nearest number of whole vacation weeks which his or her pay represents. By mutual agreement between the employee and the Employer, or where needed due to medical conditions, the vacation time will not be reduced. This subsection applies only to the time taken off from work, and shall have no effect upon the amount of vacation pay to be received. Partial weeks of vacation pay remaining will also be paid in advance of the vacation.

Section 6(d). In the calculation of vacation pay, the first three (3) months of work missed due to an injury which occurs while an employee is at work shall be credited as time worked at the number of hours per week the employee averaged in the three (3) months preceding the date of the injury.

Section 7. The Employer shall reasonably determine the vacation periods available and the number of employees who can be on vacation at any one time. The Employer shall establish a reasonable procedure for employees to select vacation periods by seniority and the vacation schedule must be posted by March 1 of each year. Once a vacation schedule is posted, it will not be changed without the mutual consent of the Employer and the employee.

Vacations must be scheduled in the calendar year, except that where necessary vacation which falls due in the twelfth (12th) or thirteenth (13th) periods may be carried over to the first (1st) period of the next year; no employee may be required to take pay in lieu of vacation, but may do so by mutual agreement between the Employer and the employee. If an employee qualifies for a one (1) week's vacation as of January 1 and is due to complete the service necessary for an additional week of vacation later in the year, he or she may take the first week early or wait and take both weeks together. Furthermore, it has been agreed that the prime vacation time from the first full week in June through the first full week in September shall be shared by as many employees as is practicable. Furthermore, employees may exercise their seniority as set forth above to initially select a maximum of two (2) vacation weeks during the prime period, and they may only receive additional vacation weeks during this prime period if all of the applicable vacation weeks for their store are not selected by other employees.

Section 8. Employees entitled to three (3) or more weeks of vacation per year may elect, by mutual agreement, to take one or more days at a time for one of the weeks. Notice must be given by Tuesday noon of the week preceding the day or days requested. Split vacations cannot be taken within ten (10) consecutive calendar days preceding a legal holiday, or five (5) consecutive calendar days following a legal holiday. It is understood that the Employer may refuse such requests for any operational reasons and may impose a limit of one (1) employee per week per classification for each store by date of request and seniority (when the requests are submitted at the same time). Any leftover days of split vacation weeks not taken by November 1st will be scheduled at the discretion of the Employer prior to March 1st of the following year.

Section 9. Employees on National Guard or Military Reserve Duty shall not be required to take vacation at that time.

Section 10. In the event an employee has his or her vacation pre-approved at least two (2) weeks in advance of his or her vacation and the employee's vacation check is not made available in advance of the vacation, a cash advancement, which approximates the net amount owed, shall be given to the employee at the store, provided the employee signs a payroll deduction authorization acknowledging receipt of the payment. The Employer shall recoup the advancement from the employee's vacation check or subsequent payroll checks, as needed.

ARTICLE VII

Leaves of Absence

Section 1(a). In the event of the death of a regular full-time employee's spouse, child, parent, sister, brother, mother-in-law, father-in-law, grandparent, grandchild, or any other relative residing with the employee, the employee shall be allowed a maximum of three (3) days' leave with

pay, ending with the date of the funeral, and the employee shall receive funeral pay for any of such days which the employee was regularly scheduled to work. However, if the funeral is two hundred (200) miles or more from the employee's home, an additional day of leave with pay shall be allowed. Furthermore, if a recognized holiday falls during the period of an employee's funeral leave, an additional day of leave with pay shall be allowed. In addition, in the event of the death of a regular full-time employee's brother-in-law or sister-in-law, the employee shall be allowed off on the day of the funeral, and he or she shall receive full pay for such day if he or she was regularly scheduled to work on such day. Provided, that no employee shall be paid more than a full week's pay because of a funeral leave, and an employee must attend the funeral or devote time to same to be eligible for funeral leave (or pay).

Section 1(b). In the event of the death of a part-time employee's spouse, child, parent, sister, brother, mother-in-law, father-in-law, grandparent, grandchild, or any other relative residing with the employee, the employee shall be granted a leave of absence on the day of the death and the day of the funeral and shall be paid for all hours scheduled to work on those days if the employee attends the funeral.

Section 2. A full-time employee serving on jury duty shall be compensated by the Employer for the difference between regular pay and jury duty pay for absences from scheduled working hours necessarily caused by the jury duty. Furthermore, jury duty pay shall be subject to the following conditions:

1. A full-time employee shall receive jury duty pay when he or she is on jury duty on his or her regularly scheduled day(s) off, but such jury duty service shall not be considered as hours worked.
2. A full-time employee must report for work on any scheduled working day that he or she is released from jury duty the day before or the morning of the scheduled working day.
3. A full-time employee must present the Employer with an official voucher showing the amount of jury pay received.
4. A full-time employee shall receive no jury duty pay when he or she is on Federal Grand Jury Service in excess of sixty (60) days.
5. If a full-time employee is on jury duty, the Employer shall have the option of either scheduling the employee for work on Saturday or altering the employee's schedule so that he or she will not be scheduled to work on Saturday. If the Employer elects to schedule the employee for work on Saturday, the employee then has the option of not working the Saturday so long as he or she notifies the Employer of his or her preference by the preceding Thursday.
6. If a full-time employee is on jury duty, and the Employer elects to schedule the employee for work on Saturday, the employee shall be paid at the rate

of time and one-half (1 1/2 times regular rate of pay) for all hours worked.

Section 3. A regular part-time employee serving on jury duty shall be compensated by the Employer for the difference between regular pay and jury duty pay for absences from scheduled working hours necessarily caused by the jury duty. Furthermore, jury duty pay for part-time employees shall be subject to the following conditions:

1. A part-time employee must report for work on any scheduled working day that he or she is released from jury duty the day before or the morning of the scheduled working day.
2. A part-time employee must present the Employer with an official voucher showing the amount of jury duty pay received.
3. A part-time employee shall be entitled to jury duty pay only for the first four (4) weeks during which he or she serves on jury duty.

Section 4. In addition to leaves required by applicable laws, an employee may, upon written application to the Employer, be granted a leave of absence not to exceed ninety (90) days, without pay, provided such leave will not be granted or used for the purpose of working another job. Granting of such leaves are to be in writing. Personal leaves shall be granted for compelling reasons. By mutual agreement between the Employer and Union, a personal leave may be extended.

Section 5. All employees shall upon written request supported by satisfactory medical confirmation be granted an extended medical leave of absence without pay for illness or injury for six (6) months, and such medical leave shall be extended, upon written request supported by satisfactory medical confirmation, for three (3) successive six (6) month periods, but in no case shall a medical leave extend beyond two (2) years. Any employee who has been on sick leave may be required, at the discretion of the Employer, to submit to and pass a physical examination before being permitted to return to work. The employee shall be responsible for maintaining the employee's current address with the Employer. If the employee fails to respond to the Employer's written request within fourteen (14) days of receipt of that request, or the request is returned to the Employer because the employee failed to maintain a current address, then the employee shall be deemed to have voluntarily resigned.

Section 6. Employees appointed or elected to a Union office or as a delegate representing the Union shall, upon written application, be given a leave of absence without pay or benefits for the term of their appointment or office not to exceed three (3) years.

Section 7. The Employer agrees to comply with all Federal and State laws regulating the reemployment of veterans.

Section 8. Employees who are members of R.O.T.C. and Military Reserve Units and who are required to participate in official military activities requiring absence from work will be granted the necessary time without pay.

Section 9. In the event that a leave of absence is not being used for the purpose for which it was granted, such employee is subject to disciplinary action up to and including discharge.

Section 10. Notwithstanding anything to the contrary in this Article, if a Meat Department Head is on a leave of absence in excess of thirty (30) days, he or she may be returned as a Journeyman Meat Cutter.

Section 11. During extended leaves of absence, all Company benefits shall cease in accordance with Company policy.

ARTICLE VIII

Holidays

Section 1. In weeks in which the following holidays occur - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, the basic holiday week shall be thirty-two (32) hours. Time worked in excess of thirty-two (32) hours shall be paid at the rate of time and one-half (1 1/2 times regular rate of pay), except as provided in this Section. The Employer shall post a sign-up sheet on the Monday of the week preceding the holiday week for volunteers to work up to forty (40) hours, and those employees will then be selected by seniority for additional hours at straight-time rates up to forty (40) hours during the holiday week. If the Employer does not receive sufficient volunteers to adequately staff the store, the Employer may require additional employees to work, to be selected by inverse seniority among qualified and available employees in each department, and those employees will be paid at straight-time rates up to forty (40) hours during the holiday week (plus holiday pay).

Section 2(a). Each full-time employee shall receive eight (8) hours' straight-time pay for each of the above holidays. If a full-time employee works forty (40) hours during the holiday week, then the employee may elect (but shall not be required) to take a day off without pay on a date mutually agreed by the employee and the Employer within one hundred twenty (120) days of the actual holiday. If the employee so elects, the Employer shall pay pension contributions for the hours the employee elects to take off for the holiday.

NOTE: The practice at Fisher's Foods of Canton shall not be changed.

Section 2(b). Each eligible part-time employee shall receive holiday pay prorated on the basis of average hours worked per week by that employee during the four (4) weeks preceding the week in which the holiday falls. The proration shall be as follows:

WEEKLY WORK	STRAIGHT-TIME
12 - 15 hours	3 hours' pay
16 - 19 hours	4 hours' pay
20 - 23 hours	5 hours' pay
24 - 28 hours	6 hours' pay
29 - 31 hours	7 hours' pay
32 hours and over	8 hours' pay

Section 2(c). If a holiday falls on a Sunday, the following shall apply:

1. The holiday week is the calendar week in which the holiday falls.
2. When New Year's Day and Independence Day fall on a Sunday, the following day will be the designated holiday.
3. When Christmas falls on a Sunday, the holiday will be recognized on that day.

Section 3. Provided that there is evidence to establish that major competition is to be closed on Christmas Eve after 6:00 P.M., Christmas Day and Thanksgiving Day stores covered by this Agreement in the same competitive area shall also be closed.

Section 4. After the completion of one (1) year of service, each employee will be entitled to a seventh (7th) paid personal holiday, which shall be scheduled by mutual agreement of the Employer and the employee between January 1 and October 31 of each calendar year. An employee hired on or after October 1 and on or before December 31 shall be eligible for the seventh (7th) paid personal holiday beginning January 1 following the employee's one (1) year anniversary.

Section 5. After the completion of two (2) years of service, each employee will be entitled to an eighth (8th) paid personal holiday to be scheduled by mutual agreement of the Employer and the employee between January 1 and October 31 of each calendar year.

Section 6. A ninth (9th) paid personal holiday, shall be scheduled at the discretion of the Employer during the period of January 1 through April 30. To be eligible for the ninth (9th) holiday, an employee must have completed one (1) year of service prior to the calendar year which the holiday is to be taken and must have worked beyond February 1 in that year. Employees who are absent from work and receiving sickness and accident benefits or Workers' Compensation shall be eligible if they return to work any time during the four (4) month period. Employees on other leaves of absence must return by March 1 to be eligible. If an eligible employee terminates his or her employment (for any reason) between February 1 and April 30 before receiving the ninth (9th) paid holiday, the employee shall be paid for such holiday.

For any employee hired after May 12, 2006, that employee must have completed three (3) years of service, rather than the one (1) year of service referenced above, to be eligible for the ninth (9th) paid personal holiday.

Section 7. The seventh (7th), eighth (8th), and ninth (9th) personal holidays provided above may be taken as sick days if not already taken as holidays in any calendar year. However, the seventh (7th) and eighth (8th) personal holidays may not be taken or used as personal holidays or sick days between November 1 and December 31 of any calendar year. The ninth (9th) personal holiday may only be

taken as a sick day from January 1 through April 30 of any calendar year.

Section 8(a). Employees normally working five (5) days per week shall be given a day off for holidays and paid in accordance with the schedule in Section 2.

Section 8(b). Employees normally working less than five (5) days shall not be given a day off but shall be paid for holidays in accordance with the schedule in Section 2.

Section 9. An employee (full-time or part-time) is eligible for holiday pay if the following conditions are satisfied:

1. Must be employed more than thirty (30) days, and
2. Must work all scheduled hours in a holiday week, as well as on the scheduled day preceding the holiday, the holiday if scheduled, and the scheduled day following the holiday, unless absent a part thereof because of illness or injury which must be verified by submitting a physician's certificate immediately upon returning to work, and
3. Under no circumstances shall an employee be entitled to receive holiday pay if the employee performs no work during the holiday workweek, regardless of the cause of the absence, except as provided in Article VI, Vacations.
4. Personal holidays may not be taken as sick days during a holiday week except by mutual agreement or where the employee is absent because of illness or injury which must be verified at the Employer's request by a physician's certificate.

ARTICLE IX

Wages and Related Items

Section 1(a). Meat Department Head - A Meat Department Head is a qualified Journeyman Meat Cutter who is designated by the Employer to be in charge of a store meat department. A Meat Department Head must have the knowledge and ability to operate the department in a manner satisfactory to the Employer and must be capable of generally directing the other employees in the meat department, of ordering merchandise, of serving customers, of operating the meat department in accordance with the Employer's operational and merchandising policies, and of performing all the duties of a qualified Journeyman Meat Cutter.

Section 1(b). The minimum regular hourly rate for employees classified as Meat Department Head shall be:

Meat Department Head	Effective
Hired Before 3-13-83	9-12-05 \$18.62
Hired After 3-13-83	\$17.47

Specifically, all Meat Department Heads shall receive minimum increases of thirty cents (\$.30) per hour effective September 10, 2006, and twenty-five cents (\$.25) per hour effective September 9, 2007.

Section 2(a). First Cutter - A First Cutter is a qualified Journeyman Meat Cutter with at least two (2) years of continuous service designated by the Employer to be in charge of a store meat department in the absence of the Meat Department Head. A First Cutter must be capable of substituting for and assisting the Meat Department Head in accordance with the Employer's operational and merchandising policies and of performing all the duties of a qualified Journeyman Meat Cutter.

Section 2(b). The minimum regular hourly rate for employees classified as First Cutters shall be:

First Cutter	Effective
Hired Before	9-12-05
3-13-83	\$17.44
Hired After	
3-13-83	\$16.29

Specifically, all First Cutters shall receive minimum increases of thirty cents (\$.30) per hour effective September 10, 2006, and twenty-five cents (\$.25) per hour effective September 9, 2007.

Section 3(a). Journeyman Meat Cutter - A qualified journeyman Meat Cutter is a skilled butcher who has either completed a recognized apprenticeship program in his or her trade or has developed equivalent ability through practical experience. A Journeyman Meat Cutter must be capable of cutting and preparing meats in forms acceptable to the Employer and in a manner that will yield the maximum number of profitable cuts from a carcass, of performing all other non-supervisory duties which are now or may be involved in the operation of the meat department (such as cutting, grinding, slicing, displaying, cleaning, preparing, processing, wrapping, pricing, and selling), and of waiting on customers in a proficient and courteous manner and performing all other duties incidental thereto.

Section 3(b). The minimum regular hourly rate for employees classified as Journeyman Meat Cutters hired on or before May 12, 2006 shall be:

Journeyman	Effective
Hired Before	9-12-05
3-13-83	\$17.215
Hired After	
3-13-83 and	
On or Before 5-12-06	\$16.065

Specifically, all Journeyman shall receive minimum increases of thirty cents (\$.30) per hour effective September 10, 2006, and twenty-five cents (\$.25) per hour effective September 9, 2007.

Provided, however, all bargaining unit members who were permanently laid off by a Major Food employer and who, in writing, specifically waived their rights regarding their wage rate upon re-hire and were re-hired at \$14.00 per hour or more, shall receive the general wage increase of twenty-five (\$.25) per hour effective September 10, 2006,

and then shall remain at the increased rate until properly qualifying under the continuous - service progression listed below for employees hired after May 12, 2006, for the next bracket rate higher than the increased rate until they reach the top rate of fifteen dollars (\$15.00) per hour. Further, provided, that any such Journeyman who was actively employed at the top rate or more as of September 10, 2006, shall receive minimum increases of thirty cents (\$.30) per hour effective September 10, 2006 and twenty-five cents (\$.25) per hour effective September 9, 2007.

Section 3(c). The minimum regular hourly rate for employees classified as Journeyman Meat Cutters hired after May 12, 2006 shall be:

Journeyman	Effective After
Hired After 5-12-06	5-12-06
0 - 31 days	\$11.40
31 days - 6 months	\$12.00
6 months - 12 months	\$12.60
12 months - 18 months	\$13.20
18 months - 24 months	\$13.80
24 months - 30 months	\$14.40
Over 30 months	\$15.00

Section 4(a). Meat Cutter-Counter - A Meat Cutter-Counter is a qualified Journeyman Meat Cutter who works fifty percent (50%) or more of his or her time on a service counter in a service store.

Section 4(b). The minimum regular hourly rate for employees classified as Meat Cutter-Counters shall be:

Cutter-Counter	Effective
Hired Before	9-12-05
3-13-83	\$17.135
Hired After	3-13-83
	\$15.985

Specifically, all Cutter/Counters shall receive minimum increases of thirty cents (\$.30) per hour effective September 10, 2006, and twenty-five cents (\$.25) per hour effective September 9, 2007.

Section 5(a). Apprentice Meat Cutter - An Apprentice Meat Cutter is an employee who is in training to learn all of the necessary skills and duties of a Journeyman Meat Cutter. It shall be the responsibility of the Employer to provide an Apprentice with training so that the Apprentice will have the opportunity to acquire the necessary experience and skill during the apprenticeship period specified in Article IX, Section 5(b). The Union and the CFIC shall work together to establish a joint apprenticeship training program with the Bureau of Apprentice Training to the maximum extent practicable, subject to the mutual approval of the Union and the CFIC.

Section 5(b). Apprentice Meat Cutter - The minimum regular hourly rate for Apprentice Meat Cutters shall be as follows:

Apprentices

0-6 months	60% of Journeyman
6-12 months	65% of Journeyman
12-18 months	70% of Journeyman
18-24 months	80% of Journeyman
24-30 months	85% of Journeyman
30-36 months	90% of Journeyman
Over 36 months	Top rate for Journeyman based upon date of hire

Specifically, all Apprentice Meat Cutters who are actively employed on May 12, 2006, and on September 10, 2006, and covered by this Agreement shall receive a minimum increase of twenty-five cents (\$.25) per hour effective September 10, 2006, and then shall remain at the increased rate until properly qualifying under the continuous-service progression requirements listed above, for the next bracket (or service) rate higher than the increased rate. Thereafter, for the term of this Agreement, such Apprentice Meat Cutters and all Apprentice Meat Cutters hired after May 12, 2006, shall progress through the contract progression wage schedules (brackets) until they reach top rate.

Section 6 - Meat Department Lead Clerk at Tops and Heinen's.

- a. A Meat Department Lead Clerk is an employee who is designated by the Employer to be in charge of a store meat department in a store in which no production cutting is performed. A Meat Department Lead Clerk must have the knowledge and ability to operate the department in a manner satisfactory to the Employer and must be capable of marketing and promoting the sale of meat department products to customers. In addition, such employee must be capable of directing other employees in the department, ordering merchandise, and serving customers, and of performing all the duties of a qualified Meat Clerk.
- b. A Meat Department Lead Clerk will be paid a minimum of \$1.00 per hour in addition to the wage rate the employee receives according to the employee's clerk classification and date of hire.

Section 7(a). Meat Clerk - A Meat Clerk is an employee who has the knowledge and ability to work in the meat department as directed by the Employer. A Meat Clerk must be capable of performing work, except cutting, which is now or may be customarily performed in the meat department (such as plattering, weighing, pricing, displaying, and the packaging and slicing of cold and smoked meats) and of waiting on customers in a proficient and courteous manner.

Section 7(b). Meat Clerks Hired Before September 11, 1984. The minimum hourly rate for Meat Clerks hired before September 11, 1984 shall be as follows:

Section 9. -Perishable Clerks - Perishable Clerks may be assigned to perform all work under the terms of the Meat Agreement other than meat cutting. Hours per week shall be allocated by seniority within the Perishable Clerks classification in a store so that no more senior employee within the classification is scheduled less hours than a less senior employee within that classification in the same store. Article III, Section 7 may not be exercised by such employees, and shall not apply to them, provided that current Meat Clerks and Deli Clerks (as of May 12, 2006) will continue to have all of their current seniority rights with respect to those Perishable Clerks who are scheduled to work in their departments (i.e., Meat, Deli, Seafood, Prepared Foods, etc.) as if such Perishable Clerks were in their classification. The minimum hourly rates for Perishable Clerks shall be as follows:

	Effective 5-12-06	Effective 1-1-07
0-30 calendar days	\$ 6.00	\$ 6.85
31 days - 3 months	\$ 6.25	\$ 6.85
3 - 6 months (520 hours)	\$ 6.50	\$ 6.85
6 - 9 months (1040 hours)	\$ 7.00	\$ 7.00
9 - 12 months (1560 hours)	\$ 7.50	\$ 7.50
12 - 15 months (2080 hours)	\$ 8.00	\$ 8.00
15 - 18 months (2600 hours)	\$ 8.50	\$ 8.50
18 - 21 months (3120 hours)	\$ 9.00	\$ 9.00
21 - 24 months (3640 hours)	\$ 9.50	\$ 9.50
24 - 30 months (4160 hours)	\$10.00	\$10.00
30 - 36 months (5200 hours)	\$10.70	\$10.70
Over 36 months (6240 hours)	\$11.45	\$11.45

Section 10(a). Head Deli Clerk - A Head Deli Clerk is a qualified Deli Clerk designated by the Employer to be in charge of a store deli department. A Head Deli Clerk must have the knowledge and ability to operate the department in a manner satisfactory to the Employer and must be capable of generally directing the other employees in the deli department, of ordering merchandise, of serving customers, of operating the deli department in accordance with the Employer's operational and merchandising policies, and of performing all the duties of a qualified Deli Clerk.

Section 10(b). Any deli department which has three (3) or more employees, full-time or part-time, shall have a Head Deli Clerk. The minimum hourly rate for Head Deli Clerks shall be as follows:

Head Deli Clerk	Effective
Hired Before	9-12-05
3-13-83	\$16.13
Hired After	
3-13-83	\$14.98

Specifically, all Head Deli Clerks shall receive minimum increases of thirty cents (\$.30) per hour effective September 10, 2006, twenty-five cents (\$.25) per hour effective September 9, 2007.

Section 11. The minimum regular hourly rates for part-time employees shall be the same as the minimum regular hourly rates for full-time employees.

Section 12. The continuous-service progression requirements set forth in this Article are based upon actual work service, and in calculating or determining an employee's proper bracket (or service) rate, credit shall be given for all accumulated actual hours of work as follows: forty (40) hours constitute a week and four and one-third (4 1/3) weeks constitute a month.

Section 13. No employee shall be paid less than the rate specified in this Agreement or suffer a reduction in pay as a result of this Agreement unless actually reduced to a lower paid classification.

Section 14(a). A Journeyman Meatcutter hired before March 13, 1983, who relieves a Meat Department Head for one (1) week or more shall receive the minimum hourly rate for a Meat Department Head hired before March 13, 1983. A deli department employee hired before March 13, 1983, who relieves a Head Deli Clerk for one (1) week or more shall receive the minimum hourly rate for a Head Deli Clerk hired before March 13, 1983.

Section 14(b). A Journeyman Meatcutter hired on or after March 13, 1983, who relieves a Meat Department Head for one (1) week or more shall receive the minimum hourly rate for a Meat Department Head hired on or after March 13, 1983. A deli department employee hired on or after March 13, 1983, who relieves a Head Deli Clerk for one (1) week or more shall receive the minimum hourly rate for a Head Deli Clerk hired on or after March 13, 1983.

Section 15. When mutually agreed between the Union and the Employer, any employee with over two (2) years' experience who, due to inability, cannot perform all the duties of a qualified Journeyman Meat Cutter may be given a mutually agreed-upon rate below the classification.

Section 16. No employee who has left his or her Company after the effective date for retroactive wages applicable to that Company shall receive any retroactive pay unless he or she files a written claim with the Employer within thirty (30) days after the retroactive pay has been made by his or her Company to the employees still employed.

Section 17. Any employee in any classification who was actively employed under the terms of this collective bargaining Agreement as of March 13, 1983, and who is later re-hired or re-employed under the terms of this Agreement by the same or a different employer, shall be considered, when placed into a classification which has different wage schedules for employees hired before or after March 13, 1983, to have been hired before March 13, 1983, for the sole purpose of determining which of the two wage schedules for that classification is applicable to that employee.

Section 18. An employee working between 10:00 P.M. and 6:00 A.M. who is not receiving premium pay for that

work shall receive a premium of thirty-five cents (\$.35) per hour for the hours worked between 10:00 P.M. and 6:00 A.M.

Section 19. A newly hired Apprentice Meat Cutter, Meat Clerk, or Deli Clerk who has had previous industry experience shall be given full credit for such previous industry service, regardless of Employer, if hired within six (6) months of last employment, and if hired after six (6) months of last employment, but less than three (3) years, the employee shall be given credit for such previous industry service up to a maximum of twelve (12) months, and in all cases the starting rate of pay shall be adjusted accordingly. Provided, that if a newly hired employee has not worked in the industry for three (3) years, previous experience shall not be recognized.

Section 20. Additional Department Head classifications may be formally established by mutual agreement between each individual Employer and the Union. Such agreements, if reached, would include such matters as the wage premium for the Department Head classification over regular wage rates, and separate classification seniority. It is understood that neither any individual Employer nor the Union can be required to agree to the formal establishment of additional Department Head classifications.

Section 21. For all employees not covered under Appendix "A" (Job Guarantee and Severance Agreement), the following shall apply:

- a. **Severance Pay** - In the event a Company permanently closes a store and employees who are entitled to forty (40) hours of vacation per week in a calendar year with at least five (5) years of continuous service are terminated as a result of the closing, those employees will be entitled to severance pay of one (1) week's regular pay for every two (2) years of service, up to a maximum of five (5) weeks' pay; and full-time employees with at least two (2) years, but less than five (5) years, of service who are terminated as a result of the closing, will be entitled to severance pay of one (1) week's pay.
- b. Severance pay shall be paid in a lump sum upon termination. An employee who is terminated and is eligible for severance pay, and accepts severance pay, forfeits his or her seniority and has no recall rights. However, an employee may elect a voluntary layoff not to exceed six (6) months. If an employee accepts layoff, he or she may at any time after a ninety (90) day period elect to take his or her severance pay and lose his or her seniority.
- c. An employee shall be disqualified for severance pay in the event he or she:
 - i. Refuses a transfer within the jurisdiction of the Local Union;

- ii. Voluntarily terminates employment prior to store closing;
- iii. Refuses comparable employment with a successor employer within thirty (30) days of the store closing.

Section 22. The Employer and the Union agree to discuss the establishment of programs to utilize Internal Revenue Service Code Section 125 to allow use of pre-tax earnings for child or dependent day care, and programs to secure discounts with local day care facilities.

Section 23. Manager Trainees are defined as employees identified and selected by management to be trained for store management responsibilities, and shall be permitted the necessary flexibility to adequately prepare for store management. Hours worked by management trainees shall not affect hours worked by permanent bargaining unit employees, and the management training period for any Manager Trainees shall not extend beyond two (2) years.

Section 24. With the exception of the Meat Department Head, First Cutter and Journeymen classifications, qualified employees in one classification in either the Meat Agreement or Grocery Agreement can be assigned to perform the work of employees in another classification on a temporary basis for the legitimate needs of the business and such reassignment is necessary for the operation of the store. Such reassignment shall not require an employee to work beyond the employee's scheduled shift.

Section 25. The Employer, in order to educate its non-store employees on store operations, can have its office personnel work in stores to be trained in store operations, upon advance notice to the Union, and for not more than two (2) weeks per participant, unless mutually extended with the consent of the Union.

Examples of when this may occur include, but are not limited to the following:

- Provide hands-on opportunities for office employees to experience retail operations during holidays.
- Employees transferring into a new job may work at the store as part of their training and orientation to improve knowledge and understanding regarding their impact on store operations and the personnel.
- Employees involved in projects, work flow design or technology solutions that impact store operations and store personnel may work at the stores to gain insight in the spirit of optimizing results.

Only one person per store may be present under this section, unless modified with the consent of the Union.

The intent of this language is not to decrease store employee hours.

The intent of this language is to allow personnel from the Employer offices to have a brief hands-on retail experience designed to develop awareness and appreciation for the complexities associated with operating this retail business.

ARTICLE X
Health and Welfare

Section 1. The operative United Food & Commercial Workers Union-Employer Health and Welfare Fund, established in conformity with the laws of the State of Ohio and the Federal Government, and determined to be tax exempt under Section 501(c)(9) of the Internal Revenue Code, shall be continued and administered by the Trustees in accordance with the terms and conditions of the applicable documents and laws. Provided, that neither the Trustees nor any other party shall do anything, officially or unofficially, directly or indirectly, that will result in employer contributions to the Fund being construed as wages under the Fair Labor Standards Act or any other Federal law or being considered by any taxing authority as wages upon which withholding tax should be deducted or Social Security contributions made.

Section 2. As specified below, employer contributions to the Fund shall be at a level high enough to maintain the level of benefits provided by the Fund as of September 1, 2005, and changes to the benefits adopted by the Trustees of the Fund after that date. These contributions shall be as follows:

A. The Health and Welfare contribution shall be as follows:

- 1. Full-time Contribution for Employees Hired Before March 13, 1983:** The health and welfare contribution for each employee hired before March 13, 1983, who are working one hundred forty-eight (148) hours or more in months in which four (4) weekly pay periods end and one hundred eighty-five (185) hours or more in months in which five (5) weekly pay periods end shall be Nine Hundred Sixty-Seven Dollars (\$967.00).
- 2. Part-time Contribution for Employees Hired Before October 11, 1996:** Three Hundred Eleven Dollars (\$311.00) per month for each non-student employee hired before October 11, 1996 working less than one hundred forty eight (148) hours in months in which four (4) weekly pay periods end or one hundred eighty-five (185) hours in months in which five (5) weekly pay periods end. Contributions for all part-time employees will be made provided such employees have averaged fourteen (14) hours or more per week, and for each college student employee hired before October 11, 1996 working fourteen (14) hours or more per week, for the reporting period. If such employees average less than fourteen (14) hours per week for a reporting period, no contribution will be made, except for those employees who are absent due to illness, in which cases contributions will be continued as outlined in Section 4 below.
- 3. Full-time Contribution for Employees Hired On or After March 13, 1983:** The health and welfare contribution for each employee hired on or after

March 13, 1983, who are regularly scheduled one hundred forty-eight (148) hours or more in months in which four (4) weekly pay periods end and one hundred eighty-five (185) hours or more in months in which five (5) weekly pay periods end shall be Five Hundred Ninety-Six Dollars (\$596.00).

- 4. Part-time Contribution For Employees Hired After October 11, 1996 and On or Before May 12, 2006:** Two Hundred Twenty Dollars (\$220.00) for each non-student employee hired after October 11, 1996 and on or before May 12, 2006, working less than one hundred forty-eight (148) hours in months in which four (4) weekly pay periods end and one hundred eighty-five (185) hours in months in which five (5) weekly pay periods end. Contributions for all part-time employees will be made provided such employees have averaged fourteen (14) hours or more per week for the reporting period. If such employees average fourteen (14) hours of work per week for a reporting period, no contribution will be made, except for those employees who are absent due to illness, in which cases contributions will be continued as outlined in Section 4 below.
- 5. Part-time Contribution For Employees Hired After May 12, 2006:** One Hundred Twenty-Four Dollars (\$124.00) per month for each non-student employee hired after May 12, 2006, working less than one hundred forty-eight (148) hours in months in which four (4) weekly pay periods end and one hundred eighty-five (185) hours in months in which five (5) weekly pay periods end. Contributions for all part-time employees will be made provided such employees have averaged fourteen (14) hours or more per week for the reporting period. If such employees average fourteen (14) hours of work per week for a reporting period, no contribution will be made, except for those employees who are absent due to illness, in which cases contributions will be continued as outlined in Section 4 below.

High school student employees and seasonal summer and holiday-period employees are not entitled to any health and welfare coverage or contribution. Provided further, that a part-time employee whose hours are temporarily inflated due to summer working schedules shall retain his or her former health and welfare status, regardless of actual hours worked during the summer months.

- B. Contribution levels effective September 1, 2006, and September 1, 2007, shall be set by the Trustees of the Fund at a level high enough to maintain the benefits as specified in this Section, provided, however, that any increase to maintain benefits shall not exceed twelve percent (12%) on September 1, 2006 and shall not exceed eight percent (8%) on September 1, 2007, provided, however, that to the extent the increase on September 1, 2006 is less than twelve percent (12%), the amount of percentage less**

than twelve percent (12%), on a percent for percent basis, up to four percent (4%) can be applied beginning September 1, 2007, up to a maximum of twelve percent (12%) total increase as of September 1, 2007.

Section 3. Involuntary Reduction in Full-time Hours.

When an employee is once covered by the full-time contribution provisions above and is subsequently reduced in hours worked to below one hundred forty-eight (148) hours in months in which four (4) weekly pay periods end or one hundred eighty-five (185) hours in months in which five (5) weekly pay periods end, the Employer will contribute the full-time contribution for one (1) month after the reduction in hours worked.

Section 3(b). Grace Period. Employees who are working less than forty (40) hours per week as of May 12, 2006, on behalf of whom full-time health care contributions are being made as of May 12, 2006 as a result of the 25, 28, 32, and 35 hours per week full-time contribution thresholds, will be allowed to use their seniority to maximize their hours over the three-month period following May 12, 2006 without regard to the prior restriction provisions of the Agreements (which would otherwise require them to wait for new hours to become available). During such three-month period, the Employer will continue to apply the previous hours-per-week thresholds applicable to such employees.

Section. 3(c). Maintaining Full-time Health Care Status.

If an employee has a continuous absence of not more than five (5) days that is not covered by illness and accident continuation provisions of the Agreements that spans two health and welfare measurement periods ("months") that has caused the employee to be reduced from full-time to part-time contribution status, the employee may elect to apply any unused vacation or personal holidays to all of those days of absence so as to maintain full-time contribution status. The employee will then be paid for the vacation and/or personal holidays so used.

Section. 3(d). Moratorium on New Full-Time Contributions. For the duration of the Agreement, no full-time contributions shall be made on behalf of any employee who does not have full-time health and welfare contribution status as of May 12, 2006 of the Agreement. Provided, however, that this provision shall only apply to the extent that there is more than fifty percent (50%) in the bargaining unit of employees for whom full-time health and welfare contributions are being made.

Section 4(a). The Employer shall continue to make health and welfare contributions for a maximum period of six (6) months for those employees who are absent because of health reasons and are receiving benefits under this Article or Workers' Compensation. Provided, however, that this section shall not apply to those employees on an approved leave of absence other than medical leave. In order for a subsequent six (6) month period to begin under this Section for the same illness or injury, an employee

must return to work for a period of eight (8) weeks or more.

Section 4(b). If a full-time employee who has been absent due to medical reasons returns to work under a schedule restricted for medical reasons, the employee's health and welfare contributions will remain at the full-time level for a single maximum period of six (6) months for each specific illness or injury, while the employee is working under the medically restricted part-time schedule.

Section 5. Each (separate) Employer must promptly notify the Fund of all employee coverage adjustments (e.g., termination or reduction from full-time to part-time coverage), and failure to comply with this notice requirement subjects the violating Employer to responsibility for the cost of unpaid monthly contributions.

Section 6. For purposes of this Article, hours paid shall be considered as hours worked unless otherwise agreed to by the Employer and the Union.

Section 7. The Union and the Employer agree to be bound by, and hereby assent to, the Trust Agreement of the Fund, all of the rules and regulations heretofore and hereafter adopted by the Trustees pursuant to said Trust Agreement, and all of the actions of the Trustees in administering the Fund in accordance with the Trust Agreement, and the rules adopted. Furthermore, the Employer hereby accepts as Employer Trustees the present Employer Trustees appointed under said Trust Agreement and all such past or succeeding Employer Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement. Furthermore, the Union hereby accepts as Union Trustees the present Union Trustees appointed under said Trust Agreement and all such past or succeeding Union Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement.

Section 8. Any employee who was actively employed under the terms of this collective bargaining Agreement as of March 13, 1983, and who is later re-hired or re-employed under the terms of this Agreement by the same or a different employer, shall be considered when re-employed to have been hired before March 13, 1983, for the sole purpose of determining which health and welfare contribution rate is applicable to that employee.

Section 9. For employees hired after May 12, 2006, health and welfare contributions shall not begin until the first (1st) of the month after that employee completes twelve (12) months of service. However, commencement of eligibility for health and welfare benefits shall be established by rules adopted by the Board of Trustees of the Health and Welfare Fund. Employees' eligibility for health and welfare benefits commences on the first day of the month for which the fourth (4th) consecutive monthly Employer contribution is required to be made to the Fund.

Section 10. In the event that the Trustees of the Health and Welfare Fund agree to the alternative delivery of any health care benefit to be provided other than through the

Fund, such benefit and its appropriate funding shall be incorporated into the collective bargaining Agreement.

Section 11. Cost Containment. The Cost Containment Committee will continue to review and explore cost containment measures for the purpose of recommending appropriate changes to the Trustees of the Health and Welfare Fund. The Trustees may implement such adjustments and changes to control costs as they deem appropriate during the term of this Agreement.

ARTICLE XI Pension

Section 1. Contributions for Employees Hired Before September 11, 1984. Effective January 1, 2006, the Employer shall contribute ninety-five and four tenths cents (\$.954) per hour for all straight-time hours worked (including paid vacations, paid holidays and jury duty hours) by employees hired before September 11, 1984, but in no case shall contributions be made for more than forty (40) hours for any one (1) employee in any one (1) workweek. For the period September 12 through December 31, 2005, the Employer shall pay the prior hourly rate of eighty-six and one-half cents (\$.865).

Section 2. Contributions for Employees Hired On or After September 11, 1984 and On or Before May 12, 2006. The Employer shall contribute at the following rate per hour for all straight-time hours worked (including paid vacations, paid holidays and jury duty hours) by employees hired on or after September 11, 1984 and on or before May 12, 2006, but in no case shall contributions be made for more than forty (40) hours for any one (1) employee in any one (1) workweek.

HOURS WORKED ON OR AFTER
SEPTEMBER 12, AND THROUGH
DECEMBER 31, 2005:

\$.605 per hour

HOURS WORKED ON OR AFTER
JANUARY 1, 2006:

\$.669 per hour

Section 3. Contributions for Employees Hired After May 12, 2006. The Employer shall contribute at the following rate per hour for all straight-time hours worked (including paid vacations, paid holidays and jury duty hours) by employees hired after May 12, 2006, but in no case shall contributions be made for more than forty (40) hours for any one (1) employee in any one (1) workweek.

\$.30 per hour

Section 4. As of the date the Employer initially commenced payments into this Pension Fund, the employees covered by this Agreement automatically ceased to participate in other company retirement programs then in effect. Furthermore, the Union, as the bargaining agent for such employees, agreed on behalf of them to withdraw from, surrender, release, and relinquish whatever rights, privi-

leges, and benefits they had under the aforesaid company retirement programs as of January 3, 1966, and from that date forward the Pension Fund shall be solely responsible for the retirement benefits for all employees covered by this Agreement.

Section 5. Pension contributions shall not begin for hours worked by an employee hired on or before May 12, 2006, until after that employee completes six (6) months of service (i.e., contributions shall begin for hours worked on and after the first [1st] Sunday of the month after the employee completes six [6] months of service).

Section 6. Effective after May 12, 2006, pension contributions shall not begin for hours worked by an employee hired after May 12, 2006, until after that employee completes one (1) year of service (i.e., contributions shall begin for hours worked on and after the first [1st] Sunday of the month after the employee completes one (1) year of service).

Section 7. Each Employer shall report to the Pension Fund the hours worked by any employee for whom pension contributions are not required to be made.

ARTICLE XII

Collection of Fringe Benefits

Section 1. The Employer signatory to this collective bargaining agreement hereby adopts and agrees to be bound by all the terms and provisions of the Trust Agreements as well as any rules and regulations established thereunder by the Trustees for the United Food & Commercial Workers Union-Employer Health and Welfare Fund and United Food & Commercial Workers International Union-Industry Pension Fund and as the same are amended from time to time as if the Employer was a party thereto. The Employer further agrees to be bound by the rules and procedures for the collection of contributions as they are established or as they will be amended from time to time by the Trustees of such Funds, including, but not limited to, provisions relating to Employer liability for reasonable interest charges as set by Trustees, attorney fees, and audit fees.

Section 2. Contributions and the accompanying reporting forms shall be received by United Food & Commercial Workers Union-Employer Health and Welfare Fund and United Food & Commercial Workers International Union-Industry Pension Fund no later than the fifteenth (15th) day of the month following the month in which the work was performed.

The Employer shall be considered delinquent if it fails to submit contributions on behalf of all employees for whom contributions are required under the collective bargaining Agreement, or if it fails to compute properly the contributions according to the required contribution formula specified in the collective bargaining agreement.

Section 3. The Union and/or the Trustees of each Trust Fund described in this Agreement shall not be required to pursue the collection of delinquent contributions through the grievance and arbitration procedure provided elsewhere in this Agreement.

Section 4. The Union has the right to assist the Trustees of United Food & Commercial Workers Union-Employer Health and Welfare Fund and/or United Food & Commercial Workers International Union-Industry Pension Fund and the administrative staff of either Fund in the collection of delinquent contributions. If a delinquency to any Fund is not satisfied within one (1) week after the Employer receives formal written notice from the Trustees of the Fund, the Union shall have the right to strike until full payment is made. This remedy shall be in addition to all other remedies available to the Union and the Trustees, and may be exercised by the Union, anything in this collective bargaining Agreement to the contrary notwithstanding. Such a strike to collect contributions to the Trust Funds shall not be considered a violation of this Agreement on the part of the Union, and it shall not be a subject of arbitration.

ARTICLE XIII Credit Union

Section 1. The Employer will make weekly/bi-weekly payroll deductions from the employees who sign a proper authorization card for such amounts as the employee will designate and pay the same to the duly accredited officer of United Food & Commercial Workers Union Local 880 Credit Union, Inc. All deductions shall be promptly remitted to the United Food & Commercial Workers Union Local 880 Credit Union, Inc.

Section 2. Where authorized in writing by an employee, and where appropriate technical arrangements can be made, the Employer shall directly deposit an employee's entire pay or portion thereof into his or her account with the United Food & Commercial Workers Union Local 880 Credit Union, Inc. Where direct deposit is available and authorized, the Employer may elect to remit funds exclusively in that manner.

ARTICLE XIV Grievance and Arbitration

Section 1. Should any dispute or grievance arise under this Agreement, it shall be settled in accordance with the procedure set forth in this Article, and, except as otherwise specifically provided in this Agreement, this procedure is the sole and exclusive method of disposing of such grievances.

Step 1.

In order to be considered as a grievance under this Article, a dispute or grievance shall be submitted to the Employer in writing within fourteen (14) days after the occurrence of the incident causing such dispute or grievance, or within fourteen (14) days from the date when the employee or Union became aware or reasonably should have become aware of the incident or events in question, but in no case more than one (1) year from the incident or event giving rise to the dispute.

Step 2.

There shall be an effort on the part of the parties to settle and resolve any dispute or grievance and the Employer shall

answer all disputes or grievances in writing within fourteen (14) days after the receipt of same.

Step 3.

If the grievance is not satisfactorily settled in Step 2, the Union has two (2) weeks from receipt of the Step 2 answer to submit a written appeal to an appropriate management administrative official. A meeting shall be held between Employer and Union officials and a final written answer shall be issued by the Employer within one (1) week of the meeting. Provided, that the parties may agree to hold additional Step 3 meetings without loss of rights under this Article.

Step 4.

In the event that the parties are unable to settle or resolve a grievance, the Union may refer the grievance to arbitration by requesting the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a panel of arbitrators. Within fourteen (14) days of receipt of the first panel, the Employer and Union may mutually agree to request the Agency to submit additional panels of arbitrators. The arbitrator shall then be selected in accordance with the agency's then applicable rules, unless the Employer and the Union agree to select the arbitrator in some other manner.

Section 2. The Union may refer a dispute or grievance which has not been resolved to arbitration on the forty-fifth (45th) day after the dispute or grievance has been submitted in writing to the Employer in Step 1, or at any time thereafter. The Union must refer a dispute or grievance to arbitration no later than thirty (30) days after the last Step 3 meeting is held.

Section 3. The arbitrator's decision shall be issued within thirty (30) days after the dispute or grievance is submitted to the arbitrator and shall be final and binding upon the Employer, the Union, and the employee or employees involved. The expenses of the arbitrator shall be borne equally by the Employer and the Union.

Section 4. The time limits specified in Section 1 above may be extended by mutual agreement but shall otherwise be enforced in that the dispute or grievance shall be decided against any employee or party failing to observe the time limits.

Section 5. In the event a grievance goes to arbitration, this Agreement, including any Supplements or Addenda, shall be the basis on which the arbitrator's decision is rendered, and in reaching his or her decision the arbitrator shall have no authority to amend, modify, or in any way change its terms.

Section 6. At any step in this grievance procedure, the Executive Board of the Local Union shall have final authority in respect to any aggrieved employees covered by this Agreement to decline to process further a grievance, complaint, disagreement or dispute if in the judgment of the Executive Board such grievance or dispute lacks merit or justification under the terms of this Agreement, or has

been adjusted or rectified under the terms of this Agreement to the satisfaction of the Union Executive Board.

Section 7. In the investigation and processing of a dispute or grievance, the Union and the Employer shall upon request provide each other all relevant and pertinent records, papers, and data including the names of any and all witnesses whose testimony would have bearing on the grievance, except where a failure to follow established check-out procedure may be involved or where the security of the Union and/or the Employer would be at issue.

ARTICLE XV

Industry-Union Standing Committee

Section 1. An Industry-Union Standing Committee shall be created for the purpose of considering and dealing fairly and effectively with the subjects listed in Section 3 of this Article. The Standing Committee shall consist of three (3) Union members, selected solely by the Union and three (3) industry members, selected solely by the Cleveland Food Industry Committee and Akron-Canton Food Industry Committee. The Standing Committee shall function as a special intermediate method of dealing with disputes within the Standing Committee's jurisdiction which must first originate and be processed through the contractual grievance procedure but which, after completion of Step 3, may be submitted to the Standing Committee (by either the Company or the Union) before being submitted to arbitration under Step 4. In the event that the Standing Committee is unable to reach a decision on any dispute brought before it, the Union may then proceed to arbitration under Step 4 of the procedure (with Step 4 time limit commencing on the date of the Standing Committee meeting).

Section 2. The administrative rules and regulations and guidelines of the Standing Committee shall be formulated initially by the Union and the Cleveland Food Industry Committee and Akron-Canton Food Industry Committee and thereafter may be revised only by mutual agreement between the Union and the Cleveland Food Industry Committee and Akron-Canton Food Industry Committee or between the Union President and the Cleveland Food Industry Committee and Akron-Canton Food Industry Committee Chairman. Once formed, the Standing Committee shall have adequate authority to deal flexibly and effectively with the problems that are within the jurisdiction of the Standing Committee, and any decision that is supported by at least two (2) Union members and two (2) Industry members shall be final and binding on the Union, the involved Company (whether or not affiliated with the Cleveland Food Industry Committee or Akron-Canton Food Industry Committee) and the involved employee(s).

Section 3. The Standing Committee shall have jurisdiction over the following general subjects:

1. Store opening hours
2. Working off-the-clock
3. Abuse of time clock and or sign out increments at quitting time

4. Failure to give and/or take breaks
5. Abuse of Sunday work rights
6. Abuse of Porter classification
7. Abuse of outside salesmen and deliverymen rights
8. All ancillary agreements between the Employer and the Union which are not included in the text of the Labor Agreement
9. Any other subject mutually agreed to by the Union and the Cleveland Food Industry Committee and Akron-Canton Food Industry Committee.

Section 4. The Standing Committee shall be a separate and completely independent method of problem solving which has no relationship or relevance, direct or indirect, to the regular administration of grievances through the grievance procedure (including arbitration). Therefore, the rules and regulations and decisions of the Standing Committee shall not be considered as amendments or supplements to the Labor Agreement and shall not be considered as a precedent or in any way relevant to the consideration or arbitration of any dispute under Steps 1 through 4 of the grievance procedure.

ARTICLE XVI

No Strike/No Lockout

Section 1. The Union agrees that during the term of this Agreement there shall be no strikes, picketing, or other interference with operations, and the Employer agrees that for the same period there shall be no lockouts.

Section 2. It shall not be a violation of this Agreement, and it shall not be cause for discharge, disciplinary action or permanent replacement in the event an employee refuses to enter upon any property involved in a primary labor dispute with the Union, or refuses to go through or work behind such primary picket line.

Section 3. The Union agrees not to picket any facility where the part of the facility engaged in a primary labor dispute with the Union is closed for business and in such a case Section 2 shall not apply.

Section 4. Except as otherwise provided in this Agreement, any employee who instigates, promotes, or willfully participates in any activity that violates this Article shall be subject to discharge, selective or otherwise, or other disciplinary action in the complete discretion of the Employer.

ARTICLE XVII

Savings and Separability

The provisions of this Agreement are deemed to be separable to the extent that if and when a court of last resort adjudges any provisions of this Agreement in its application between the Union and the Employer to be in conflict with any law, such decision shall not affect the validity of the remaining provisions of this Agreement, but such remaining provisions shall remain in full force and effect, provided further that in the event any provision or provisions are so declared to be in conflict with a law, both

parties shall meet within thirty (30) days for the purpose of re-negotiating an agreement on provisions so invalidated.

ARTICLE XVIII Zone Rates

The Employer and Union may, by mutual agreement, negotiate special terms, conditions of employment, and rates of pay for geographical zones where there is extensive non-union or unfair competition. The zone agreement shall modify this Agreement for employees hired to work in such zone stores, but shall not apply to any employee hired prior to October 25, 1999.

ARTICLE XIX Termination

Section 1. This Agreement represents a complete and final understanding on all bargainable issues between the Employer and the Union, and it shall be effective on September 12, 2005, and shall remain in full force and effect until September 14, 2008, and thereafter from year to year unless sixty (60) days prior to said expiration date, or any anniversary date thereof, either party gives timely written notice to the other of an intent to terminate or modify any or all of the provisions.

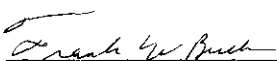
Section 2. This Agreement shall be equally binding on the Employer, separately and collectively, and its successors and assigns, and it is the intent of the parties that this Agreement shall remain in effect for its full term and bind the successors and the respective parties.

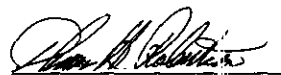
IN WITNESS WHEREOF, the parties have hereunto set their hands this 15th day of November, 2006.

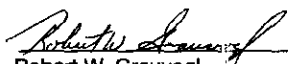
IN WITNESS WHEREOF, the parties have hereunto set their hands this 15th day of November, 2006.

CLEVELAND FOOD INDUSTRY
COMMITTEE/AKRON-CANTON
FOOD INDUSTRY COMMITTEE

UNITED FOOD &
COMMERCIAL WORKERS UNION
LOCAL NO. 880

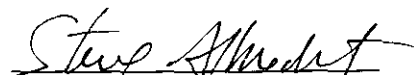

Frank W. Buck
Chairman


Thomas H. Robertson
President


Robert W. Grauvogl
Secretary-Treasurer


On behalf of the following companies:

F.W. Albrecht Grocery Company

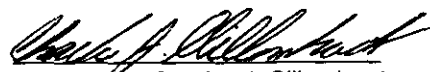

Approved by Steven Albrecht
President


Approved by Nicholas Albrecht
Executive Vice President

Fishers Foods Marketing, Inc.


Approved by John W. Halkias
Vice President
Human Resources

**Gillombardo Bros., Inc.
d/b/a Gillombardo's Stop-N-Shop**

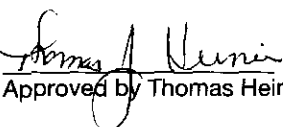

Approved by Charles J. Gillombardo
Vice President

Vala Holdings Ltd.
d/b/a Gillombardo's Giant Eagle



Approved by Charles J. Gillombardo
Vice President

Heinen's Inc.




Approved by Thomas Heinen

Riser Foods Company
d/b/a Giant Eagle, Inc.


DO NOT HAVE SIGNATURE

Approved by Gene Tommasi, SVP
Retail Operations



Approved by Jean Colarik
Director of Human Resources

Tops Markets, Inc.



Approved by Jack Barrett
Vice President, Labor Relations



Approved by Bryan N. Polak
Director, Labor Relations

APPENDIX "A"

Job Guarantee And Severance Agreement

This Agreement is by and between the CLEVELAND FOOD INDUSTRY COMMITTEE and the AKRON-CANTON FOOD INDUSTRY COMMITTEE, on behalf of their members, hereinafter referred to, separately and collectively, as the "Employer" and separately as "Single Employer", and UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 880, chartered by United Food & Commercial Workers International Union, hereinafter referred to as the "Union". For purposes of this Agreement, the phrase "Single Employer" means all commonly owned or controlled business enterprises, regardless of whether their operations are conducted in one or more establishments or by one or more corporate or organizational units.

ARTICLE I

Geographical Coverage

This Agreement shall apply only to employees in the bargaining units of the Labor Agreement and the Addendum between the Employer and the Union (Meat Division) and, for purposes of this Agreement, the term "employees" means only those bargaining unit employees.

ARTICLE II

Job Protection

Section 1. Each Single Employer shall guarantee the senior eighty percent (80%) of its regular full-time employees who were on the active payroll on January 1, 1980, and who were fully registered members of the Union as of that date, the opportunity for regular full-time employment (in a comparable job classification or with a comparable rate) for the duration of this Agreement. In addition, each Single Employer shall continue to guarantee the opportunity for regular full-time employment as specified above to all other employees already entitled to job protection on March 13, 1983, under prior Job Guarantee and Severance Agreements who have not lost such protection under the terms of such Agreements.

Section 2. A Single Employer shall have the right to offer work within the bargaining unit and/or geographical area covered by this Agreement in accordance with seniority to any employee who is entitled to job protection under this Agreement, and the seniority rights given said employee by the 1984-1987 Labor Agreement between the Employer and the Union shall continue for the duration of that Labor Agreement. If the employee refuses such work, he or she shall lose his or her job protection under this Agreement but shall retain any seniority rights he or she may have pursuant to the 1984-1987 Labor Agreement. If a Single Employer closes a store, any employee at that store who is covered by full job protection shall have the right to elect to take a transfer to another store (selected by the Employer), a layoff with continuation of seniority, or permanent termination with severance pay.

Section 3. The job protection set forth in this Agreement shall not apply to the following situations:

1. In the event a Single Employer terminates entirely its retail food operations in the geographical area covered by this Agreement.
2. In the event of a strike, lockout, or Acts of God (such as fire, flood, etc.) beyond the control of the Single Employer.
3. In the event a protected employee retires, quits, or is terminated for cause.

ARTICLE III

Severance Allowance

Section 1. Each Single Employer shall grant a severance allowance in the amount of one (1) week's pay (i.e., forty [40] hours' pay at this then-existing regular hourly rate) for each two (2) years of service with the Employer, but not to exceed ten (10) weeks' pay, to the following employees:

1. Any employee entitled to job protection under this Agreement who is displaced as a result of a Single Employer terminating its retail food operations in the geographical area covered by this Agreement.
2. Any employee entitled to job protection under this Agreement who is displaced because a Single Employer closes a store and the employee elects to take severance pay (as set forth in Article II, Section 2 above, or under similar circumstances (e.g., store closings, drastic reduction in business, etc.) where mutually agreed to in writing between the Single Employer and the Union.
3. To any employee terminated involuntarily without just cause who was on the active payroll on September 11, 1984, and was a fully registered member of the Union as of that date, and who is not entitled to job protection under this Agreement because of his or her seniority standing.

Section 2. A Single Employer shall have the right to offer work within the bargaining unit and/or geographical area covered by this Agreement in accordance with seniority to any employee who is entitled to a severance allowance under this Agreement, and the seniority rights given said employee by the 1984-1987 Labor Agreement between the Employer and the Union shall continue for the duration of that Labor Agreement. If the employee refuses such work, he or she shall lose his or her severance allowance under this Agreement but shall retain any seniority rights he or she may have pursuant to the 1984-1987 Labor Agreement.

ARTICLE IV

Excluded Employers

This Agreement shall not apply to any Single Employer with less than three (3) stores (or retail outlets) and an annual gross volume (from all stores and/or retail outlets, regardless of location) of less than two million dollars (\$2,000,000.00). Provided, that —

1. A Single Employer that is covered on the execution date of this Agreement shall not become an "excluded employer" or be relieved from its obligations under this Agreement if such Single Employer subsequently meets the exclusion test set forth above;
2. A Single Employer that was excluded from this Agreement because, on the execution date of this Agreement, such Single Employer met the exclusion test set forth above, shall become subject to this Agreement at any time such Single Employer is unable to meet the exclusion test;
3. In the event of a dispute concerning the coverage of a Single Employer, the burden of proof shall be on the party claiming exclusion.

ARTICLE V

Grievance Procedure

In the event of a dispute concerning the terms of this Agreement or their application which cannot be settled between the parties, either party may submit the matter to arbitration. Upon written notice by either party of an intent to arbitrate a grievance, each party shall designate a representative, and the two (2) representatives shall attempt to agree upon an impartial arbitrator. If the designated representatives are unable to reach such an agreement within fourteen (14) days from the date the written notice is served, either party may request the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a panel of seven (7) arbitrators, and the arbitrator shall be selected in accordance with the agency's then-applicable rules.

ARTICLE VI

Termination

Section 1. This Agreement shall be equally binding on the Employer, separately and collectively, and the Union, and upon their respective successors and assigns, regardless of structural transformation or reorganization.

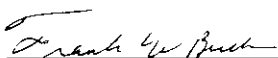
Section 2. This Agreement shall be effective on September 12, 2005, and shall remain in full force and effect for the duration of the 2005-2008 Labor Agreement between the Employer and the Union.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 15th day of November, 2006.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 15th day of November, 2006.

CLEVELAND FOOD INDUSTRY
COMMITTEE/AKRON-CANTON
FOOD INDUSTRY COMMITTEE

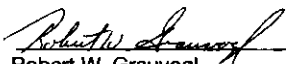
UNITED FOOD &
COMMERCIAL WORKERS UNION
LOCAL NO. 880



Frank W. Buck
Chairman



Thomas H. Robertson
President



Robert W. Grauvogl
Secretary-Treasurer

APPENDIX "B"

Ancillary Agreements/Statements of Position

1. In interpreting Article IX, Section 4(a), it is agreed that the classification of Meat Cutter-Counter shall be limited to disabled Journeyman Meat Cutters.
2. In interpreting Article IX, Section 6(a), it is agreed that Meat Clerks may perform cutting incidental to waiting on customers.
3. In interpreting Article IX, Section 7(c), the minimum hourly rates for Deli Clerks hired prior to October 29, 1977, shall be as follows:

Deli Clerks	Effective
Hired Before	9-12-05
10-29-77	\$13.68

Specifically, all Deli Clerks hired before October 29, 1977, shall receive minimum increases of thirty cents (\$.30) per hour effective September 10, 2006, and twenty-five cents (\$.25) per hour effective September 9, 2007.

The minimum hourly rates for Deli Clerks hired after October 29, 1977, but prior to August 4, 1980, shall be as follows:

Deli Clerks	Effective
Hired After	9-12-05
10-29-77	
But Prior to	
8-4-80	\$12.57

Specifically, all Deli Clerks hired after October 29, 1977, and before August 4, 1980, shall receive minimum increases of thirty cents (\$.30) per hour effective September 10, 2006, and twenty-five cents (\$.25) per hour effective September 9, 2007.

4. Student Employees are auxiliary employees used exclusively for cleaning and/or the performance of Meat Clerk and Deli Clerk duties.

At the Employer's discretion, Students may be placed in other meat division classifications. The first thirty (30) days in such classification shall be considered a period of training, and during this training period, the employee shall receive the starting rate of pay for that classification, (but under no circumstances will the Student ever receive a reduction in wage rate). The Employer is not obligated to retain an employee who does not perform the work in a satisfactory manner and may return the employee to his/her former classification and wage rate. However, if such employee does perform work in a satisfactory manner during such period of training, said employee shall receive credit for fifty percent (50%) of all hours worked with the same Employer as a Student towards his/her progression in the new classification, said credit not to exceed a maximum of 2080 hours. Nothing in this Paragraph or elsewhere in this Agreement shall be interpreted so as to entitle any Student to automatically progress from the Meat Student classification to any other classification.

In interpreting Article IX, it is agreed that minimum regular hourly rates for Student Employees (high school and college), shall be as follows:

Meat Students	Effective 9-12-05	Effective 1-1-07
0-30 calendar days	\$5.85	\$6.85
31 days - 3 months	\$5.95	\$6.85
3-6 months	\$6.15	\$6.85
6-9 months	\$6.40	\$6.85
9-12 months	\$6.55	\$6.85
12-15 months	\$6.70	\$6.85
15-18 months	\$6.95	\$6.95
Over 18 months	\$7.90	\$7.90

Provided that all Meat Students who are actively employed as of September 10, 2006 at the top rate or more, shall receive minimum increases of thirty cents (\$.30) per hour effective September 10, 2006 and twenty-five cents (\$.25) per hour effective September 9, 2007. Provided, further, that all Meat Students who are actually employed as of May 12, 2006 and who, as of September 10, 2006, are below the top rate, shall receive a minimum increase of twenty-five cents (\$.25) per hour, effective September 10, 2006, and then shall remain at the increased rate until properly qualifying, under the continuous service progression requirements listed above, for the next service rate higher than the increased rate. All Meat Students hired after May 12, 2006 (including those who complete their probationary period after that date) shall, for the term of this Agreement, advance through the contract progression wage schedules (brackets) until they reach the top rate.

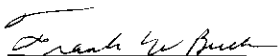
5. In interpreting Article III, Section 2, it is agreed that Student Employees shall receive a premium of fifty cents (\$.50) per hour for work performed on the legal holidays listed in Article VIII, Section 1.
6. In interpreting Article VI, Section 6, it is agreed that in the first year of employment, an employee does not have to take his or her vacation in the calendar year when earned if his or her anniversary date is between December 15 and January 1.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 15th day of November, 2006.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 15th day of November, 2006.

CLEVELAND FOOD INDUSTRY
COMMITTEE/AKRON-CANTON
FOOD INDUSTRY COMMITTEE

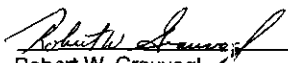
UNITED FOOD &
COMMERCIAL WORKERS UNION
LOCAL NO. 880



Frank W. Buck
Chairman



Thomas H. Robertson
President



Robert W. Grauvogl
Secretary-Treasurer

NOTES

IMPORTANT INFORMATION

WITHDRAWAL CARD

You should contact the Local 880 office promptly if you:

- ☐ Quit, are terminated, or are on lay off, sick leave, military leave, or personal leave and;
- ☐ Have not worked in one or more calendar months.

If you are current on dues and your initiation fee has been paid in full, you will be issued a withdrawal card - at no cost - on request. Withdrawal cards are valid in any UFCW local and they have no expiration date.

Failure to obtain a withdrawal card could result in your having to pay an initiation fee if you return to work.

GRIEVANCES

A grievance is a complaint by a union member that an employer has violated a contract provision. Your contract provides a mechanism for resolving violations or differences in interpretation: the grievance procedure.

To report a grievance, contact your Steward or Local 880 union representative, who can advise you, investigate the facts of the grievance, and assist in resolving it.

UNION BUSINESS MEETING

Keep informed and make your viewpoint known - attend your union meetings. Regular meetings are held during the year at locations throughout Local 880's jurisdiction. The meetings are announced in Local 880's newspaper, *The Voice*.

CHANGE OF ADDRESS OR NAME

If you change your name or address, notify the Local 880 office promptly. Doing so will ensure that you receive important mail from the Union, the material about contract negotiations, union meeting notices, and union publications.

AGREEMENT BETWEEN

**CLEVELAND FOOD INDUSTRY
COMMITTEE (CLERKS)**

AND

**United Food & Commercial
Workers Union
Local No. 880**

880 UFCW

Effective

September 12, 2005

Expiration

September 14, 2008

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such deductions. The Employer shall remit all deductions promptly to the Union.

Section 5. An Employer may establish specialty shops operated by other employers on a store-by-store basis only with the consent of the Union, with the understanding that none of the employees covered by this Agreement will be adversely affected in any way by such changes.

ARTICLE II

Management Rights

In addition to the management rights specified elsewhere in the Agreement, the management of the business and the direction of the work force, including, but not limited to, the right to plan, direct, and control store operations; to establish *merchandising and pricing policies*; to hire, suspend, or discharge for just cause; to assign and allocate work; to transfer employees because of lack of work or for other legitimate reasons; to study or introduce new or improved methods or facilities; to establish and maintain reasonable rules and regulations covering the operation of the store; and to carry out the ordinary and customary functions of management are vested exclusively in the Employer, except to the extent modified by this Agreement, and provided further, that the Employer shall not exercise such rights in an arbitrary or capricious manner.

ARTICLE III

Hours

Section 1(a). The regular workweek for full-time employees hired before September 11, 1984, shall consist of forty (40) hours in any five (5) days, Monday through Saturday. Provided, that in a holiday week, the regular workweek for such full-time employees shall consist of thirty-two (32) hours in any four (4) days, excluding the holiday, Monday through Saturday. Provided further, that although part-time employees hired before September 11, 1984, have no regular workweek, as such, they shall not regularly work on more than five (5) days in an ordinary workweek and four (4) days in a holiday workweek, Monday through Saturday, unless otherwise agreed to between the Employer and the Union.

Section 1(b). The regular workweek for full-time employees hired on or after September 11, 1984, shall consist of forty (40) hours in any five (5) days, Monday through Sunday. Provided, that in a holiday week, the regular workweek for such full-time employees shall consist of thirty-two (32) hours in any four (4) days, Monday through Sunday. Provided further, that although part-time employees hired on or after September 11, 1984, have no regular workweek, as such, they shall not regularly work on more than five (5) days in an ordinary workweek and four (4) days in a holiday workweek, Monday through Sunday, unless otherwise agreed to between the Employer and the Union.

Section 1(c). During weeks other than holiday weeks, an optional workweek of four (4) ten (10) hour days may be utilized with the following terms:

- a. This optional workweek must be mutually agreeable between the Employer and the employee;
- b. Employees working this optional workweek shall be scheduled at least forty (40) hours per week;
- c. The optional workweek shall be offered in order of seniority within classification among employees who have the ability to perform the work;
- d. The optional workweek shall be scheduled in accordance with the Sunday work and basic workweek sections contained in Article III of this Agreement;
- e. Sunday work shall be paid at the appropriate Sunday rate;
- f. All work over ten (10) hours per day shall be paid for at the rate of time and one-half (1 1/2) the straight-time rate of pay;
- g. Employees working ten (10) hour shifts shall receive a fifteen (15) minute rest period during the first half of the shift, and a twenty (20) minute rest period during the second half of the shift;
- h. There shall be no night hours restriction among those employees electing this option.

Section 1(d). 1. A full-time or part-time employee may volunteer to be scheduled for up to ten (10) hours per day on any Sunday or Saturday at straight-time rates, plus any appropriate Sunday or holiday premium pay except time and one-half (1 1/2). Employees who are entitled to time and one-half (1 1/2) for work on Sundays or holidays who choose to work these shifts shall receive a fifty cents (\$.50) per hour premium for work on Sundays and a one dollar (\$1.00) per hour premium for work on holidays. If an Employer and an employee mutually agree upon the entire weekly schedule for that employee, the ten (10) hour Sunday and/or Saturday shift(s) may be scheduled. If more than one employee wishes to work such ten (10) hour shifts on the same day and an Employer cannot schedule all of them for such shifts, the employee(s) with the greatest seniority will be scheduled for such shift(s). Employees scheduled to work nine (9) or more hours in a day shall receive a fifteen (15) minute rest period during the first half of the shift, and a twenty (20) minute rest period during the second half of the shift.

2. For stores in which Sundays are rotated among volunteers as provided in Sections 2(a) and 2(b) of this Article, scheduling of employees on Sundays for shifts in excess of eight (8) hours under this Section shall not be used to reduce the hours worked on Sundays by employees who elect to be included in the Sunday rotation under Sections 2(a) and 2(b).

Section 2(a). Employees hired before September 11, 1984, shall be paid at time and one-half (1 1/2 times regular

rate of pay) for Sunday and holiday work, but Sundays and holidays shall be outside their regular workweek.

Section 2(b). For those stores open on Sundays and holidays prior to September 11, 1984, employees hired on or after September 11, 1984, shall be paid at their straight-time rate of pay. In addition, all such employees, except Student Employees and Utility Clerks, shall receive a premium of fifty cents (\$.50) per hour for Sunday work and a premium of one dollar (\$1.00) per hour for holiday work. The current rotational scheduling procedure shall be continued for employees hired before September 11, 1984.

Section 2(c). For those stores open on Sundays and holidays after September 11, 1984, employees hired on or after September 11, 1984 shall be paid at their straight-time rate of pay. In addition, all such employees, except Student Employees and Utility Clerks, shall receive a premium of fifty cents (\$.50) per hour for Sunday work and a premium of one dollar (\$1.00) per hour for holiday work, and Sundays and holidays will be scheduled as part of the workweek, and those employees must work Sundays and holidays if scheduled. Hours worked on Sundays and holidays by such employees in such stores cannot be claimed by employees hired prior to September 11, 1984 (or by any employee who would receive time and one-half [1 1/2 times regular rate of pay] for such work).

Section 2(d). Student Employees and Utility Clerks shall receive a premium of fifty cents (\$.50) per hour for work performed on the legal holidays listed in Article VIII, Section 1.

Section 2(e). Nothing in this Section shall be interpreted to exclude the counting of Sunday hours for any of the following purposes:

1. The maximum hours to be worked by Utility Clerks;
2. The hours counted for determining health and welfare contributions;
3. The hours counted for pension contribution purposes;
4. Hours accumulated for establishing rates of pay; and
5. Hours counted for vacation pay.

Section 3. The following terms (in this Section) shall apply only to employees hired before September 11, 1984.

1. Nights are all times after 6:00 P.M and before 6:00 A.M.
2. This Section does not apply to night stockers or Union Stewards.
3. Employees shall not be required to work more than two (2) nights per week. However, the Employer will not schedule a more senior employee a night if a less senior employee (including employees hired on or after September 11, 1984) is not scheduled to work a night.

Section 4(a). All non-student full-time employees and non-student part-time employees who regularly work

twenty-five (25) hours per week or more shall be paid time and one-half (1 1/2 times regular rate of pay) in the following instances:

1. For all hours worked in excess of forty (40) in one (1) regular workweek.
2. For all hours worked in excess of thirty-two (32) in one (1) holiday workweek (except as provided in Article VIII, Holidays, Section 1).
3. For all hours worked in excess of eight (8) hours in one (1) day.

Section 4(b). All non-student part-time employees who regularly work less than twenty-five (25) hours per week shall be paid time and one-half (1 1/2 times regular rate of pay) in the following instances:

1. For all hours worked in excess of forty (40) in one (1) regular workweek.
2. For all hours worked in excess of thirty-two (32) in one (1) holiday workweek (except as provided in Article VIII, Holidays, Section 1).
3. For all hours worked in excess of eight (8) in one (1) day, Monday through Friday.
4. For all hours worked in excess of nine (9) on Saturday.

Section 4(c). All Student Employees (high school) shall be paid time and one-half (1 1/2 times regular rate of pay) in the following instances:

1. For all hours worked in excess of forty (40) in one (1) regular workweek.
2. For all hours worked in excess of thirty-two (32) in one (1) holiday workweek (except as provided in Article VIII, Holidays, Section 1).
3. For all hours worked in excess of eight (8) in one (1) day, Monday through Thursday.
4. For all hours worked in excess of nine (9) on Friday.
5. For all hours worked in excess of ten (10) on Saturday.

Section 4(d). Time and one-half (1 1/2 times regular rate of pay) shall be paid to employees working a sixth (6th) day in their appropriate basic workweek if such work is involuntary and required by management.

Section 5. When the Employer finds it necessary to assign overtime at premium pay hours, they shall be offered in order of seniority to available on-the-job employees within the classification who are qualified to perform such work.

Section 6. In no event shall more than one (1) overtime payment be made for any period of time. A premium payment and an overtime payment shall not be paid for the same period, but the greater of either the premium payment or overtime payment shall be paid. Overtime payments shall always be computed on the regular rate of pay. The provisions of this paragraph shall prevail over the terms and/or construction of any other part of this Agreement.

Section 7. Employees shall receive a fifteen (15) minute paid rest period for each half day worked, not to exceed two (2) rest periods per day. Employees working six (6) hours or less in one (1) day shall be entitled to one (1) fifteen (15) minute rest period. Insofar as practicable, the first employees within each classification to report for work will be the first to receive rest periods and, to the extent reasonably permitted by operational requirements, employees will work at least one (1) hour and fifteen (15) minutes before being scheduled for a rest period. An employee shall not exceed fifteen (15) minutes allowed for the rest period and shall return to his or her duties within the time allowed.

Section 8. A lunch period, without pay, shall be scheduled by the Employer as near as possible to the middle of the shift for any employee who works in excess of six (6) hours. Those employees working six (6) hours or less shall not be required to take a lunch period. Lunch periods shall be of one (1) hour duration. However, by mutual agreement between the Employer and employee, it may be of shorter duration or eliminated. Night stockers shall not receive a meal period unless authorized by the store manager.

Section 9. Except in emergency situations, all employees will be given at least ten (10) hours off between work shifts. An "emergency situation", as used in this Section, is a very serious and unusual kind of operating problem which creates a serious need for manpower. If, as a result of a scheduling error, an employee is involuntarily scheduled with less than ten (10) hours off between shifts, the employee may have the schedule adjusted to provide for such time off with no loss of hours.

Section 10(a). All required meetings including meetings for training shall be paid for as time worked.

Section 10(b). When the employee is required to travel from one (1) store to another or to attend a meeting in a different location other than his/her store during his/her basic workday, the time spent traveling shall be considered as time worked.

Section 11. There shall be no split shift and all time worked in any one (1) day shall run continuously from an employee's starting time to an employee's quitting time, except for lunch and rest periods as provided for in the Agreement.

Section 12(a). Part-time employees shall be scheduled for not less than fourteen (14) hours' work per week, except those called in only on Saturday or Sunday shall be scheduled for not less than six (6) hours' work, or in the alternative, receive less than six (6) hours' pay.

Section 12(b). An employee scheduled to work on any given day during the workweek, or who is requested to report for work and does so on a day not scheduled for work, shall receive a minimum of four (4) hours' work or four (4) hours' pay at the applicable hourly rate in lieu thereof, provided that for employees who are minors, the minimum shall be three (3) hours.

Section 12(c). The hours minimums provided in this Section shall not apply to employees who choose to work a reduced schedule, or who are not available to work additional hours, or part-time night crew.

Section 13. Each store will post a work schedule, in ink, by 1:30 P.M. each Friday for the following week with all employees (including anyone on layoff) listed according to seniority showing starting times, quitting times, and the total number of hours scheduled for the week. Each employee must make known any errors in the schedule by noon on Saturday. Employees not working on Friday or Saturday may call during hours the store is open for business to get their schedule. The work schedule will not be changed after posting, except in cases beyond the control of the Employer, such as strikes by other unions, Acts of God, or absenteeism. Upon request, the union representative will be furnished a copy of the schedule, and all old schedules shall be maintained in the store for a period of two (2) months.

Section 14. To the extent consistent with efficient store operations, days off for employees regularly scheduled five (5) days per week who regularly work thirty-two (32) or more hours per week shall be scheduled by the Employer and will not be changed from week to week unless necessitated by sickness, vacations, holidays, or emergencies beyond the control of the Employer.

Section 15(a). It is agreed that the Employer will be permitted to employ such part-time employees as the Employer may require for the efficient operation of the store, however, part-time employees shall be scheduled for available hours up to and including eight (8) hours per day or forty (40) hours per week, in accordance with seniority and ability, within each individual store. Employees may claim any or all portions of a less senior employee's schedule up to eight (8) hours in a day or forty (40) hours in a week, exclusive of time and one-half hours. Available hours must be claimed to the Store Manager by noon on Saturday following the posting of the work schedule or the employee forfeits the right to such hours. The scheduling and claiming of available hours will not supersede the minimum guarantee clauses contained in Article III, Section 12. Employees who are available to work only certain hours due to other commitments shall not cause a reduction in hours for other employees when such commitments no longer interfere with their availability; they will have the right to additional hours, in accordance with seniority, when such additional hours are available. To the extent practicable, there shall be a lapse of two (2) hours between the quitting time of one part-time employee and the starting time of another part-time employee who is engaged in the same type of work, unless the first part-time employee is not available for further work. The scheduling or claiming of available hours may not cause an employee to work a split shift.

Section 15(b). The hours of an Assistant Head Cashier shall be protected from available hours claims to the maxi-

mum of sixteen (16) hours' work in the office and sixteen (16) hours' on the register. All other hours in excess of thirty-two (32) shall be on the basis of seniority in accordance with Paragraph (a) above. Provided, that there shall be no more than three (3) Assistant Head Cashiers per store whose hours are entitled to the protection provided in this Section, and provided further, that those stores with more than three (3) Assistant Head Cashiers shall be reduced to the limit by attrition in that any Assistant Head Cashier above the limit who terminates their employment or is transferred or reclassified shall not be replaced.

Section 15(c). Employees who have prior commitments and are unable to work any and all assigned schedules shall put such commitment into writing for both the Employer and the Union, and such information shall, upon request, be made available to the Union.

Section 15(d). Learn and Earn Program - Employees who wish to attend an institution of higher learning or a trade school and are unable to work any and all assigned schedules shall put such commitment into writing for both the Employer and the Union, and such information shall, upon request, be made available to the Union. Employees who are available to work only certain hours due to other commitments shall not cause a reduction in hours for other employees when such commitments no longer interfere with their availability; they will have the right to additional hours, in accordance with seniority, when such additional hours are available.

The Employer shall approve or disapprove such schedule restrictions based on the needs of the operation, provided that the requests will not be unreasonably withheld.

The parties agree that the granting or denial of educational schedule restrictions will be on a case-by-case basis and shall not set a precedent in the determination of requests by other employees.

Section 16(a). All employees must punch a time clock or sign a time card, and such work-time records must remain in the card rack until after the employees depart for the day (including Saturday).

Section 16(b). Where computerized time recording is introduced, it shall be permitted as an exception to the time card provisions, provided that the store manager (or acting manager) shall upon request promptly provide the store's Union Representative or Steward with a hard copy of information that is comparable to that which could have been obtained from the time cards.

Section 16(c). The Employer agrees that there shall be no "free" or "time-off-the-clock" work under this Agreement.

Section 17. When an employee loses time from his or her schedule in any week due to an emergency caused by a civil or natural disturbance, any arrangement which may be worked out between the Union and Employer to make up all or part of such lost time shall be valid under this Agreement. When work is offered to an employee under such arrange-

ment, he or she may accept such work or reject it and lose the time.

Section 18. Any employee who has to appear in court for the Employer for any reason shall be paid for such time. If the court appearance is on the regular day off of an employee who regularly works five (5) days per week, the employee shall be paid at the rate of time and one-half (1 1/2 times regular rate of pay).

ARTICLE IV

Working Conditions

Section 1. Head Cashiers and all other Cashiers shall do all book work on Company premises.

Section 2. No employee shall be required to work in two (2) stores in the same day, except in case of permanent transfer, emergency, or mutual consent between the Employer and employee.

Section 3(a). All employees normally scheduled for thirty-two (32) hours or more per week shall be given one (1) week's notice or one (1) week's pay in lieu of notice in the event of a layoff.

Section 3(b). The Employer shall give employees of a store to be closed two (2) week notice of a store closing, and the Union shall receive such notification in advance of the employees, except in the event of an emergency closing or where the Employer lacked knowledge in sufficient time to give such notice.

Section 4. The Employer shall continue its past practice on providing employees with work apparel and will provide rain gear for employees who perform carry-out service.

Section 5. The Employer may require employees to initial Employer policy and rules to verify that those policies and rules have been read and that the employees are familiar with their contents. Employer policies and rules which employees are required to initial shall be posted in each store and furnished to the Union upon request.

Section 6(a). The Union shall furnish the Employer orientation kits to be distributed to newly hired and rehired employees. All completed forms filled out by new or rehired employees will be forwarded by the Employer to the Union Office immediately upon hire. Such forms are self-addressed, and postage paid by the Union.

Section 6(b). The Employer shall submit to the Union a list of employee terminations, leaves of absence, and permanent transfers with each monthly dues report.

Section 6(c). In January and July of every year, each Employer shall supply the Union with store seniority lists of all employees by classification. In addition, upon request by the Union (not more than semi-annually), a company-wide seniority list is to be provided which shall include name, date of hire, store, and classification.

Section 7. Union Representatives shall be allowed to enter stores to conduct Union business when the store is open for business or when outside salesmen are in the store.

Section 8(a). The Employer recognizes the right of the Union to select a Steward at each store to represent the employees on grievances concerning the interpretation or application of this Agreement. Union Stewards shall be allowed a reasonable amount of time to perform this function during their regular working hours.

Section 8(b). The Union Steward shall be considered to have the longest seniority for purposes of layoff or in the reduction of scheduled hours.

Section 8(c). Providing there is no disruption of the Employer's operations of business, Union Stewards shall be scheduled for the night off to attend Stewards meetings and the regular area meeting.

Section 8(d). Union Stewards who work the day shift shall have the right to be scheduled the first available shift within their classification within their store.

Section 8(e). No Union Steward shall be transferred, except for incompetency, unless such transfer is agreed to by the Steward or the Union.

Section 8(f). In stores with more than seventy-five (75) employees in the bargaining unit, the Union may appoint one (1) Assistant Steward to act as Steward when the Union Steward is not working. Such assistant shall not be subject to paragraph (b), (d) and (e) of this Section.

Section 8(g). The Employer will pay annually up to one (1) day's pay for one Union Steward per store to attend the Local Union's Annual Union Steward Seminar(s).

Section 9. All stores shall provide bulletin board space for Official Union notices signed and approved by an Officer or Union Representative of the Union.

Section 10. The Union and the Employer agree that in the hiring or employment of employees there shall be no discrimination against an employee or against any applicant for employment because of race, sex, creed, national origin, age, or disability. It is also agreed that there shall be no discrimination against any employees who exercise their right to aid and assist the Union or make claims under this Agreement.

Section 11(a). No employee shall be disciplined or discharged without just cause.

Section 11(b). Employees shall have the right to have their Union Steward or Union Representative present during any disciplinary meeting, provided they are available.

Section 12. An employee may agree but shall not be required to take a lie detector test or to be the subject of the psychological stress evaluator or similar device whatsoever.

Section 13(a). There shall be no stocking of shelves or handling of stock by any outside salesmen or deliverymen except for bakery products, drug products, candy products, soft drinks, magazines, spices, hosiery, greeting cards, bulk non-traditional brand gourmet specialty whole coffee beans that are exclusively displayed in bins for customer purchase by the weight, houseware items supplied

by an outside vendor and merchandised on j hooks, natural and organic foods, specialty foods, specialty ice cream and frozen pizzas. Houseware products received into the store(s) through a warehouse facility are to be stocked by a member of the bargaining unit. Provided, however, that this prohibition shall not apply to the opening of a new or remodeled store, and, in addition, during the opening of a new or remodeled store, outside salesmen or deliverymen may not perform bagging work unless the store's regular employees are unable to perform all such work. It is further understood that the rotation of merchandise, taking inventory, or ordering shall not be considered stocking, and that the Employer may use outside contractors to clean the store sales floor, restrooms, and break areas. Non-food employees will not have their hours reduced as a result of this Section. Furthermore, the Joint Standing Committee shall have the right to impose a financial penalty on any Company found guilty by the Joint Standing Committee of repeated violations of outside vendor work rules, and in all such cases of repeated violation the financial penalty shall be based upon the hours actually worked by the outside vendor.

Section 13(b). Merchandise resets may be performed by outside salesmen, but merchandise not previously stocked may not be added by outside salesmen. During major resets by outside salesmen, the Union steward shall be present and if the steward is not available, the senior clerk or cashier on duty shall be present.

Section 13(c). If it comes to the attention of an Employer that vendors are stocking on a regular basis a type of merchandise at a competing store not covered by this Agreement, the Employer may notify the Union and shall provide such relevant information and documents to the Union to assist the Union in its review. The parties will then meet to review the vendor stocking issue. Any vendor stocking not previously allowed by this Agreement may occur only with the consent of the Union, which consent will not be unreasonably withheld. If the Employer believes that the Union has unreasonably withheld its consent, then it shall so notify the Union in writing. The Union may grieve the Employer's decision and, at the Union's option, the matter shall be arbitrated either in the normal manner or by expedited arbitration. If the Union prevails in the arbitration, the Employer shall pay to the most senior employee not working forty (40) hours during the applicable week in the store an amount equal to the employee's regular straight time rate of pay for the number of hours worked by the outside vendor. If this would result in the employee receiving more than forty (40) hours' pay, then the hours in excess of forty (40) will be paid to the next senior employee not working forty (40) hours that week in the same store, and this process shall continue until all outside vendor hours which are subject to the arbitrator's award are accounted for on a week-by-week basis.

Section 14. Technological Change(s) - In the event the Employer introduces major technological changes, which

would have a direct material impact affecting bargaining unit work, three (3) weeks advance notice of such change will be given to the Union. If requested to do so, the Employer will meet with the Union to discuss the implementation of such change(s) before putting such change(s) into effect. In any discussion that is forthcoming as a result of technological change(s), both parties are agreed that they will make every effort to arrive at a mutually agreeable decision with regard to those full-time employees of the bargaining unit and on the payroll as of the day of October 15, 1993, who may become displaced as a direct result of the technological change(s).

Section 15. If an employee is injured on the job and requires medical attention and is ordered not to return to work by the attending physician, the employee shall be paid for his or her scheduled hours that day.

Section 16. When the Employer needs additional employees, the Employer shall give the Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Union.

Section 17. The Union agrees to furnish to the Employer at least one (1) Union Store Card for each of the Employer's stores covered by the Agreement, to be displayed on the premises in a conspicuous place. Such cards shall remain the property of and shall be surrendered to the Union upon demand.

Section 18. The Employer shall for the term of this Agreement deduct an annual voluntary contribution to the Union's Active Ballot Club from the first (1st) pay in the month of September for those employees who have voluntarily and individually authorized such deductions by executing and submitting a written authorization (i.e., check-off form) therefore, and all funds so deducted shall be remitted to the Union's Active Ballot Club before the end of September, provided that, where practicable, the Employer will work with the Union to deduct voluntary contributions to the Union's Active Ballot Club from each pay (with proper employee authorization), and all funds so deducted shall be remitted to the Union's Active Ballot Club at the end of each month.

Section 19. The Employer can assign the stocking of packaged frozen food products that are ready for immediate sale to either bargaining unit (grocery or meat).

ARTICLE V

Seniority

Section 1. Seniority shall be defined as the length of continuous service of an employee. For a full-time employee, seniority shall be measured within classification on a company-wide basis (unless other areas are agreed upon between the Union and a company) and shall be measured from the employee's last date of hire. For a part-time employee, seniority shall be measured within classification on a store-wide basis and shall be measured from the employee's last date of hire.

Section 2. No rights or privileges shall be lost by any full-time employee (forty [40] hours per week for six [6] months) because of the changes in language from the 1984-1987 Agreement to the language in this Seniority Article.

Section 3. All new employees shall be on probation for sixty (60) days, and the Employer shall have exclusive control over such probationary employees, including, but not limited to, the right to discipline or discharge.

Section 4. In regard to layoffs and recalls (reinstatement after layoff), an employee's classification seniority shall be considered along with his or her experience and ability to perform the available work, and if all other considerations are reasonably equal, seniority shall be the controlling factor. Provided, that notwithstanding anything to the contrary in this Article, temporary layoffs (i.e., not longer than one [1] week) shall be on a store-wide basis.

Section 5(a). An employee who normally works thirty-four (34) hours or more per week who suffers a substantial reduction in his or her normal weekly schedule for an extended period of time shall have the right to transfer to another store to displace the least senior employee who is working thirty-four (34) hours or more per week.

Section 5(b). For purposes of this Section, the following definitions shall apply:

1. An employee's normal weekly schedule shall be the hours scheduled during the previous eight (8) weeks, but excluding additional hours that resulted from vacations, illnesses, holidays, new store openings, and similar circumstances that would temporarily inflate an employee's schedule.
2. Substantial reductions are reductions of ten (10) hours or more of a normal weekly schedule.
3. An extended period shall be any period of six (6) weeks or more.

Section 5(c). No right to transfer may arise under this Section until the affected employee submits to the Employer a written request for such transfer and in order to transfer, the employee must be qualified to perform the work within the job classification of the job requested.

Section 5(d). If a mistake is made in the implementation of this Section, the Employer shall not be liable for any back pay if the mistake is corrected within two (2) days after receiving notification from the Union of the mistake.

Section 6. Employees may be transferred for the business needs of the Employer, but the Employer shall make no transfers that are discriminatory, punitive, or arbitrary. When an employee is transferred to a different store, the Employer shall be required to make an effort to assign the employee to a store that is close to his or her home.

Section 7. In cases of temporary transfers for the benefit of the Employer which involve additional transportation costs, the employee shall be reimbursed for the additional expenses at a rate of forty cents (\$.40) per mile.

Section 8. Seniority shall be terminated or broken for the following reasons:

- a. Voluntary quit;
- b. Discharge for cause;
- c. Layoff exceeding twelve (12) consecutive months;
- d. Failure to report for work within three (3) days after receipt of a written recall notice;
- e. Reduction from full-time to part-time status for more than one (1) year (but such an employee's part-time seniority shall be measured from his or her last date of hire); and
- f. On leave of absence for more than two (2) years.

Section 9.

- a. When it becomes necessary to close one or more stores, the following bumping procedure will be used for full-time employees:
 - i. The most senior full-time employee in each classification in the closed store will bump the least senior full-time employee in that classification in the bargaining unit (chain-wide);
 - ii. The next most senior full-time employee in the closed store will then bump the least senior full-time employee in the same classification chain-wide, and the process will be repeated until all of the full-time employees in the closed store have bumped out, or until the remaining full-time employee or employees within a classification in the closed store is or are the least senior employee or employees chain-wide;
 - iii. The least senior employees who are bumped, and the least senior employees (if any) who remain in the closed store, will be laid off and paid severance pay in the amounts provided in Article IX, Section 18(a).
- b. For the purposes of this provision, full-time employees shall be those employees who are entitled to forty (40) hours of vacation pay per week in the calendar year in which the closure is announced. In addition, the roster of full-time employees in a closed store and the least senior full-time employees to be bumped shall be determined as of the date the closure is announced to the Union under the terms of the Agreement.

Section 10. In regard to promotions, the Employer has the right to make the final decision after giving due consideration to seniority.

Section 11. To the maximum extent consistent with efficient store operations, employees shall have the right to

exercise their seniority to claim a preferred weekly work schedule within their classification and within the store they work, so long as the employee has the ability to perform the necessary work.

Section 12. When a store closure causes a department head to be displaced, one of the following procedures shall be followed:

1. The displaced department head will "bump" the least senior department head within the same department head classification within the appropriate geographic area, as determined by the Employer and the Union; or
2. The displaced department head will "bump" the least senior department head within the same department head classification on a company-wide basis; or
3. The displaced department head shall wait for a new opening in an appropriate store, as determined by the Employer and the Union, and shall retain full department head classification seniority when re-promoted to his or her department head job.

Section 13. Any employee assigned to a job within the Company not under any Union jurisdiction shall maintain his or her seniority within the bargaining unit for a maximum probationary period up to one (1) year from the date of assignment. During the probationary period, the employee shall maintain membership in the Union. The Company will continue contributions into United Food & Commercial Workers Union-Employer Health and Welfare Fund and to the UFCW Local 880 Retail Food Employers Joint Pension Fund during this period. Within this period, the Company or the employee may request return to the employee's former classification. The Company will notify the Union when the probationary period ends, but may terminate it at any time during the year. The one (1) year period can be extended by mutual agreement between the Employer and the Union.

Section 14. All employees, full-time and part-time shall be given one (1) week's notice, or one (1) week's pay in lieu thereof, in case of long-term indefinite layoff or discharge, except when the termination is based on dishonesty, insubordination, or intoxication.

Section 15. In the event of a store closure, part-time employees working in that store may exercise their seniority to replace the least senior part-time employee in their classification in another store within the appropriate geographic area, as determined by mutual agreement between the Employer and the Union.

Section 16(a). An employee may be transferred between the Cleveland Food Industry Committee and Akron-Canton Food Industry Committee Grocery collective bargaining units of the same Employer with the mutual agreement of the Employer, the Union and the employee. Such an employee shall acquire a seniority date beginning with his or her first (1st) day of work in the unit to which transferred.

To the extent that the transferred employee's new seniority date permits him or her to be regularly employed for a period of three (3) calendar months, his or her seniority shall be changed to include seniority in the unit transferred from. Such an employee shall maintain seniority in the bargaining unit transferred from until the transfer becomes permanent at the end of three (3) calendar months.

Section 16(b). The Employer and Union shall meet and decide which health and welfare and pension fund the transferred employee shall be covered by, consistent with the best interests of the employee, and the practical concerns of the Union, Employer and the Funds.

Section 17. In the event of a long-term layoff of employees in a particular classification, the Employer will work with the Union in an effort to reach an agreement to provide laid-off employees the opportunity to fill vacant positions for which they are qualified.

ARTICLE VI Vacations

Section 1. Employees shall be entitled to vacations with pay based on the following schedule of continuous service:

FULL YEARS OF CONTINUOUS SERVICE	WEEKS OF VACATION
1	1
3	2
7	3
12	4
17	5
23	6

Effective January 1, 2007, implement the following vacation schedule for all employees, provided that no employees will be reduced in the number of weeks of vacation to which they were entitled in calendar year 2006:

FULL YEARS OF CONTINUOUS SERVICE	WEEKS OF VACATION
1	1
3	2
10	3
15	4
20	5

Employees who were entitled to a certain number of vacation weeks for calendar year 2006 will continue to receive that number of weeks unless and until they become entitled to an additional week under the above schedule. Employees receiving six (6) weeks of vacation in 2006 will continue to receive six (6) weeks of vacation.

Section 2. The Employer may require employees, on the basis of inverse seniority, with five (5) or more weeks of vacation to take at least one (1) of those weeks prior to April 30 of each year.

Section 3(a). An employee becomes eligible for vacation pay on his or her anniversary date, but after an employee completes one (1) full year of service, the employee may thereafter take his or her vacation with pay after January 1 of each year, so long as he or she actually performs some work after January 2 before taking vacation. Provided, that if an employee is terminated prior to taking his or her vacation, the employee shall receive his or her vacation pay only if he or she has passed his or her anniversary date. Provided further that if an employee is terminated due to the closing of a store, the employee shall also receive vacation pay prorated from his or her anniversary date to the date of termination.

Section 3(b). In the event an employee dies, any or all vacation which he/she has earned shall be compensated to his/her estate.

Section 3(c). Any employee shall forfeit his or her right to any unused vacation pay if discharged for just cause.

Section 4. If a holiday falls within the scheduled vacation period of an employee, he or she shall receive an additional day off with pay.

Section 5. The Employer shall pay vacation pay in advance of the vacation.

Section 6(a). Employees who average thirty-seven (37) or more hours per week during a vacation year shall be paid forty (40) hours for each week of vacation. Leaving work due to slow business conditions before the end of a shift by mutual agreement between the Manager and employee shall not reduce vacation entitlement.

Section 6(b). Vacation pay for employees who average less than thirty-seven (37) hours per week during a vacation year shall be calculated by multiplying the hourly rate of an employee at the time they take their vacation by the average hours per week they were paid in the vacation year. The vacation year is defined as being the twelve (12) month period between the anniversaries of the employee's hiring date (for first year employees), or the calendar year, whichever is applicable. The average hours per week paid during a vacation year shall be determined by dividing the number of hours paid during the vacation year by fifty-two (52).

Section 6(c). When a full-time employee's vacation pay is reduced due to long-term illness in the preceding calendar year, the amount of vacation time to be taken off from work during the following calendar year will be reduced to the nearest number of whole vacation weeks which his or her pay represents. By mutual agreement between the employee and the Employer, or where needed due to medical conditions, the vacation time will not be reduced. This subsection applies only to the time taken off from work, and shall have no effect upon the amount of vacation pay to be received. Partial weeks of vacation pay remaining will also be paid in advance of the vacation.

Section 6(d). In the calculation of vacation pay, the first three (3) months of work missed due to an injury which

occurs while an employee is at work shall be credited as time worked at the number of hours per week the employee averaged in the three (3) months preceding the date of the injury.

Section 7. The Employer shall reasonably determine the vacation periods available and the number of employees who can be on vacation at any one time. The Employer shall establish a reasonable procedure for employees to select vacation periods by seniority and the vacation schedule must be posted by March 1 of each year. Once a vacation schedule is posted, it will not be changed without the mutual consent of the Employer and the employee. Vacations must be scheduled in the calendar year, except that, where necessary, vacation which falls due in the twelfth (12th) or thirteenth (13th) periods may be carried over to the first (1st) period of the next year; no employee may be required to take pay in lieu of vacation, but may do so by mutual agreement between the Employer and the employee. If an employee qualifies for a one (1) week's vacation as of January 1 and is due to complete the service necessary for an additional week of vacation later in the year, he or she may take the first week early or wait and take both weeks together.

Section 8. Employees entitled to three (3) or more weeks of vacation per year may elect, by mutual agreement, to take one or more days at a time for one of the weeks. Notice must be given by Tuesday noon of the week preceding the day or days requested. Split vacations can not be taken within ten (10) consecutive calendar days preceding a legal holiday, or five (5) consecutive calendar days following a legal holiday. It is understood that the Employer may refuse such requests for any operational reasons and may impose a limit of one (1) employee per week per classification for each store by date of request and seniority (when the requests are submitted at the same time). Any leftover days of split vacation weeks not taken by November 1st will be scheduled at the discretion of the Employer prior to March 1st of the following year.

Section 9. Employees on National Guard or Military Reserve Duty shall not be required to take vacation at that time.

Section 10. In the event an employee has his or her vacation preapproved at least two (2) weeks in advance of his or her vacation and the employee's vacation check is not made available in advance of the vacation, a cash advancement, which approximates the net amount owed, shall be given to the employee at the store, provided the employee signs a payroll deduction authorization acknowledging receipt of the payment. The Employer shall recoup the advancement from the employee's vacation check or subsequent payroll checks, as needed.

ARTICLE VII

Leaves Of Absence

Section 1(a). In the event of the death of a regular full-time employee's spouse, child, parent, sister, brother, mother-in-law, father-in-law, grandparent, grandchild, or any other

relative residing with the employee, the employee shall be allowed a maximum of three (3) days' leave with pay, ending with the date of the funeral, and the employee shall receive funeral pay for any of such days which the employee was regularly scheduled to work. However, if the funeral is two hundred (200) miles or more from the employee's home, an additional day of leave with pay shall be allowed. Furthermore, if a recognized holiday falls during the period of an employee's funeral leave, an additional day of leave with pay shall be allowed. In addition, in the event of the death of a regular full-time employee's brother-in-law or sister-in-law, the employee shall be allowed off on the day of the funeral, and he or she shall receive full pay for such day if he or she was regularly scheduled to work on such day. Provided, that no employee shall be paid more than a full week's pay because of a funeral leave, and an employee must attend the funeral or devote time to same to be eligible for funeral leave (or pay).

Section 1(b). In the event of the death of a part-time employee's spouse, child, parent, sister, brother, mother-in-law, father-in-law, grandparent, grandchild, or any other relative residing with the employee, the employee shall be granted a leave of absence on the day of the death and the day of the funeral and shall be paid for all hours scheduled to work on those days if the employee attends the funeral.

Section 2. A full-time employee serving on jury duty shall be compensated by the Employer for the difference between regular pay and jury duty pay for absences from scheduled working hours necessarily caused by the jury duty. Furthermore, jury duty pay shall be subject to the following conditions:

1. A full-time employee shall receive jury duty pay when he or she is on jury duty on his or her regularly scheduled day(s) off, but such jury duty service shall not be considered as hours worked.
2. A full-time employee must report for work on any scheduled working day that he or she is released from jury duty the day before or the morning of the scheduled working day.
3. A full-time employee must present the Employer with an official voucher showing the amount of jury pay received.
4. A full-time employee shall receive no jury duty pay when he or she is on Federal Grand Jury Service in excess of sixty (60) days.
5. The Employer shall have the option of either scheduling the employee for work on Saturday or altering the employee's schedule so that he or she will not be scheduled to work on Saturday. If the Employer elects to schedule the employee for work on Saturday, the employee then has the option of not working the Saturday so long as he or she notifies the Employer of his or her preference by the preceding Thursday.

6. If a full-time employee is on jury duty, and the Employer elects to schedule the employee for work on Saturday, the employee shall be paid at the rate of time and one-half (1 1/2 times regular rate of pay) for all hours worked.

Section 3. A regular part-time employee serving on jury duty shall be compensated by the Employer for the difference between regular pay and jury duty pay for absences from scheduled working hours necessarily caused by the jury duty. Furthermore, jury duty pay for part-time employees shall be subject to the following conditions:

1. A part-time employee must report for work on any scheduled working day that he or she is released from jury duty the day before or the morning of the scheduled working day.
2. A part-time employee must present the Employer with an official voucher showing the amount of jury duty pay received.
3. A part-time employee shall be entitled to jury duty pay only for the first four (4) weeks during which he or she serves on jury duty.

Section 4. In addition to leaves required by applicable laws, an employee may upon written application to the Employer be granted a leave of absence not to exceed ninety (90) days, without pay, provided such leave will not be granted or used for the purpose of working another job. Granting of such leaves are to be in writing. Personal leaves shall be granted for compelling reasons. By mutual agreement between the Employer and Union a personal leave may be extended.

Section 5. All employees shall upon written request supported by satisfactory medical confirmation be granted an extended medical leave of absence without pay for illness or injury for six (6) months, and such medical leave shall be extended, upon written request supported by satisfactory medical confirmation, for three (3) successive six (6) month periods, but in no case shall a medical leave extend beyond two (2) years. Any employee who has been on sick leave may be required, at the discretion of the Employer, to submit to and pass a physical examination before being permitted to return to work. The employee shall be responsible for maintaining the employee's current address with the Employer. If the employee fails to respond to the Employer's written request within fourteen (14) days of receipt of that request, or the request is returned to the Employer because the employee failed to maintain a current address, then the employee shall be deemed to have voluntarily resigned.

Section 6. Employees appointed or elected to a Union office or as a delegate representing the Union shall, upon written application, be given a leave of absence without pay or benefits for the term of their appointment or office not to exceed three (3) years.

Section 7. The Employer agrees to comply with all Federal and State laws regulating the re-employment of veterans.

Section 8. Employees who are members of R.O.T.C. and Military Reserve Units and who are required to participate in official military activities requiring absence from work will be granted the necessary time without pay.

Section 9. In the event that a leave of absence is not being used for the purpose for which it was granted, such employee is subject to disciplinary action up to and including discharge.

ARTICLE VIII Holidays

Section 1. In weeks in which the following holidays occur - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, the basic holiday week shall be thirty-two (32) hours. Time worked in excess of thirty-two (32) hours shall be paid at the rate of time and one-half (1 1/2 times regular rate of pay), except as provided in this Section. The Employer shall post a sign-up sheet on the Monday of the week preceding the holiday week for volunteers to work up to forty (40) hours, and those employees will then be selected by seniority for additional hours at straight-time rates up to forty (40) hours during the holiday week. If the Employer does not receive sufficient volunteers to adequately staff the store, the Employer may require additional employees to work, to be selected by inverse seniority among qualified and available employees in each department, and those employees will be paid at straight-time rates up to forty (40) hours during the holiday week (plus holiday pay).

Section 2(a). Each full-time employee shall receive eight (8) hours' straight-time pay for each of the above holidays. If a full-time employee works forty (40) hours during the holiday week, then the employee may elect (but shall not be required) to take a day off without pay on a date mutually agreed by the employee and the Employer within one hundred twenty (120) days of the actual holiday.

Section 2(b). Each eligible part-time employee shall receive holiday pay prorated on the basis of average hours worked per week by that employee during the four (4) weeks preceding the week in which the holiday falls. The proration shall be as follows:

WEEKLY WORK	STRAIGHT-TIME
12 - 15 hours	3 hours' pay
16 - 19 hours	4 hours' pay
20 - 23 hours	5 hours' pay
24 - 28 hours	6 hours' pay
29 - 31 hours	7 hours' pay
32 hours and over	8 hours' pay

Section 2(c). If a holiday falls on a Sunday, the following shall apply:

1. The holiday week is the calendar week in which the holiday falls.
2. When New Year's Day and Independence Day fall on a Sunday, the following day will be the designated holiday.

3. When Christmas falls on a Sunday, the holiday will be recognized on that day.

Section 3. Provided that there is evidence to establish that major competition is to be closed on Christmas Eve after 6:00 P.M., Christmas Day and Thanksgiving Day, stores covered by this Agreement in the same competitive area shall also be closed.

Section 4. After the completion of one (1) year of service, each employee will be entitled to a seventh (7th) paid personal holiday, which shall be scheduled by mutual agreement of the Employer and the employee between January 1 and October 31 of each calendar year. An employee hired on or after October 1 and on or before December 31 shall be eligible for the seventh (7th) paid personal holiday beginning January 1 following the employee's one (1) year anniversary.

Section 5. After the completion of two (2) years of service, each employee will be entitled to an eighth (8th) paid personal holiday to be scheduled by mutual agreement of the Employer and the employee between January 1 and October 31 of each calendar year.

Section 6. A ninth (9th) paid personal holiday shall be scheduled at the discretion of the Employer during the period of January 1 through April 30. To be eligible for the ninth (9th) holiday, an employee must have completed one (1) year of service prior to the calendar year which the holiday is to be taken and must have worked beyond February 1 in that year. Employees who are absent from work and receiving sickness and accident benefits or Workers' Compensation shall be eligible if they return to work any time during the four (4) month period. Employees on other leaves of absence must return by March 1 to be eligible. If an eligible employee terminates his or her employment (for any reason) between February 1 and April 30 before receiving the ninth (9th) paid holiday, the employee shall be paid for such holiday.

For any employee hired after May 12, 2006, that employee must have completed three (3) years of service, rather than the one (1) year of service referenced above, to be eligible for the ninth (9th) paid personal holiday.

Section 7. The seventh (7th), eighth (8th), and ninth (9th) personal holidays provided above may be taken as sick days if not already taken as holidays in any calendar year. However, the seventh (7th) and eighth (8th) personal holidays may not be taken or used as personal holidays or sick days between November 1 and December 31 of any calendar year. The ninth (9th) personal holiday may only be taken as a sick day from January 1 through April 30 of any calendar year.

Section 8(a). Employees normally working five (5) days per week shall be given a day off for holidays and paid in accordance with the schedule in Section 2.

Section 8(b). Employees normally working less than five (5) days shall not be given a day off but shall be paid for holidays in accordance with the schedule in Section 2.

Section 9. An employee (full-time or part-time) is eligible for holiday pay if the following conditions are satisfied:

1. Must be employed more than thirty (30) days, and
2. Must work all scheduled hours in a holiday week, as well as on the scheduled day preceding the holiday, the holiday if scheduled, and the scheduled day following the holiday, unless absent a part thereof because of illness or injury which must be verified by submitting a physician's certificate immediately upon returning to work, and
3. Under no circumstances shall an employee be entitled to receive holiday pay if the employee performs no work during the holiday workweek, regardless of the cause of the absence, except as provided in Article VI, Vacations.
4. Personal holidays may not be taken as sick days during a holiday week except by mutual agreement or where the employee is absent because of illness or injury which must be verified at the Employer's request by a physician's certificate.

ARTICLE IX

Wages and Related Items

Section 1(a). Clerks-Cashiers Hired Before September 11, 1984. The minimum regular hourly rates for Clerks-Cashiers hired before September 11, 1984, shall be as follows:

Hired before 9-11-84	Effective 9-12-05 \$15.525
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Specifically, all Clerk Cashiers hired before September 11, 1984, who are actively employed at the top rate or more as of September 10, 2006, shall receive a minimum increase of thirty cents (\$.30) per hour, effective September 10, 2006, and thereafter shall receive a minimum increase of twenty (\$.20) per hour effective September 9, 2007.

Section 1(b). Clerks-Cashiers Hired After September 11, 1984 and On or Before May 12, 2006. The minimum regular hourly rates for Clerks-Cashiers hired on or after September 11, 1984 and on or before the date of May 12, 2006, shall be as follows:

Hired after 9-11-84 and on or before 5-12-06	Effective 9-12-05	Effective 1-1-07
0-30 calendar days	\$ 6.60	\$ 6.85
31 days - 3 months	\$ 7.00	\$ 7.00
3-9 months (520 hrs)	\$ 7.20	\$ 7.20
9-18 months (1560 hrs)	\$ 7.45	\$ 7.45
18-24 months (3120 hrs)	\$ 8.05	\$ 8.05
24-30 months (4160 hrs)	\$ 8.85	\$ 8.85
30-36 months (5200 hrs)	\$10.15	\$10.15
Over 36 months (6240 hrs)	\$13.05	\$13.05

Specifically, all Clerk-Cashiers hired after September 11, 1984, and on or before May 12, 2006 who are actively employed at the top rate or more as of September 10, 2006, shall receive a minimum increase of thirty cents

(\$.30) per hour, effective September 10, 2006, and thereafter shall receive a minimum increase of twenty cents (\$.20) per hour effective September 9, 2007. Provided, further, that all Clerk-Cashiers who are actively employed as of May 12, 2006 and who, as of September 10, 2006, are below the top rate, shall receive a minimum increase of twenty-five cents (\$.25) per hour, effective September 10, 2006, and then shall remain at the increased rate until properly qualifying, under the continuous-service progression requirements listed above, for the next bracket (or service) rate higher than the increased rate.

Section 1(c). Clerk-Cashiers Hired After May 12, 2006.

The minimum hourly rate of pay for all Clerks-Cashiers hired after May 12, 2006, shall be based on their experience of actual hours worked and shall be as follows:

Hired after May 12, 2006	Effective 5-13-06	Effective 1-1-07
0 - 30 calendar days	\$ 6.00	\$ 6.85
31 days - 3 months	\$ 6.25	\$ 6.85
3 - 6 months (520 hours)	\$ 6.50	\$ 6.85
6 - 9 months (1040 hours)	\$ 7.00	\$ 7.00
9 - 12 months (1560 hours)	\$ 7.50	\$ 7.50
12 - 15 months (2080 hours)	\$ 8.00	\$ 8.00
15 - 18 months (2600 hours)	\$ 8.50	\$ 8.50
18 - 21 months (3120 hours)	\$ 9.00	\$ 9.00
21 - 24 months (3640 hours)	\$ 9.50	\$ 9.50
24 - 30 months (4160 hours)	\$10.00	\$10.00
30 - 36 months (5200 hours)	\$10.70	\$10.70
Over 36 months (6240 hours)	\$11.45	\$11.45

Part-time Grocery Clerks who are transferred to this classification will carry over their accumulated hours, up to 4160 hours, in applying this wage progression.

Section 2(a). Student Employees - Student Employees are those hired while attending any educational institution at the high school level, and all such employees shall retain their student status under this Agreement until after final graduation and appropriate reclassification by the Employer. There shall be no automatic right of advancement to another classification after graduation, but a graduated student may continue working in the Student classification until a bona fide job opening is available which the graduated student is capable of filling in the Part-time Grocery Clerks classification, or for Students Employees hired before October 11, 1996, in the Clerk-Cashier classification. At that time, the graduated student will be given the opportunity to move into the new position as a new employee and progress through the appropriate classification wage schedule, subject to the provisions of Section 16(b) of this Article (but under no circumstances will the graduated student ever receive a reduction in wage rate). The seniority date for a reclassified former Student Employee shall be his or her original date of hire. Health and welfare contributions for former Student Employees who have been reclassified shall begin in the third (3rd) month following reclassification. The minimum regular hourly rates of pay for part-time Student Employ-

ees shall be based on their months of service and shall be as follows:

High School Students	Effective 5-12-06	Effective 1-1-07
0-30 calendar days	\$5.90	\$6.85
31 days - 3 months	\$6.00	\$6.85
3-6 months	\$6.25	\$6.85
6-9 months	\$6.40	\$6.85
9-12 months	\$6.50	\$6.85
12-18 months	\$6.60	\$6.85
18-24 months	\$6.75	\$6.85
Over 24 months	\$7.00	\$7.00

Provided that all high school student employees who are actively employed as of September 10, 2006, at top rate or more, shall receive minimum increases of thirty cents (\$.30) per hour effective September 10, 2006, and twenty cents (\$.20) per hour effective September 9, 2007. Provided, further, that all high school student employees who are actively employed as of May 12, 2006, and who as of September 10, 2006, are below the top rate, shall receive a minimum increase of twenty-five cents (\$.25) per hour, effective September 10, 2006, and then shall remain at the increased rate until properly qualifying, under the continuous service progression requirements listed above, for the next service rate higher than the increased rate. All high school student employees hired after May 12, 2006 (including those who complete their probationary period after that date) shall, for the term of this Agreement, advance through the contract progression wage schedules (brackets) until they reach the top rate.

Section 2(b). Limitation of Student Employees - The number of Students as a percentage of grocery department employees will be limited to no more than twenty five percent (25%). The percentage limitations will not apply during June, July and August of each year.

Section 3(a). Produce Manager - A produce department with a volume of one thousand dollars (\$1,000.00) or more per week must be operated by a Produce Manager.

Section 3(b). A Produce Manager in a self-service market is one who supervises and/or performs all of the functions of the produce department. These functions include all planning, ordering, checking, trimming, preparing for display, displaying and selling all merchandise in the department, seeing that any merchandise carried over at closing time is properly taken care of, seeing that the department is kept in a clean, attractive condition, safe from accident hazards, and seeing that all customers are given proper service.

Section 3(c). The minimum hourly rate for Produce Managers shall be as follows:

Produce Managers	Effective 9-12-05
Hired Before 3-13-83	\$18.305
Hired After 3-13-83	\$17.155

Specifically, all Produce Managers shall receive minimum increases of thirty cents (\$.30) per hour effective September 10, 2006, and twenty cents (\$.20) per hour effective September 9, 2007.

Section 4(a). Assistant Manager - An Assistant Manager in a self-service market is one who understands and supervises and/or performs or is able to perform all of the functions of the Store Manager. These functions include all ordering, receiving, checking, pricing, stocking, and displaying of all merchandise, and those duties connected with the check-out operation and the bookkeeping system.

Section 4(b). The minimum regular hourly rate for Assistant Managers shall be as follows:

Assistant Managers	Effective 9-12-05
Hired Before 3-13-83	\$18.305
Hired After 3-13-83	\$17.155

Specifically, all Assistant Managers shall receive minimum increases of thirty cents (\$.30) per hour effective September 10, 2006, and twenty cents (\$.20) per hour effective September 9, 2007.

Section 4(c). When an Assistant Manager substitutes for a Store Manager who is on vacation, the Assistant Manager shall receive as a minimum weekly wage his or her regular forty (40) hour straight-time rate plus an additional one hundred dollars (\$100.00).

Section 5(a). Certified Head Cashier - A self-service market normally utilizing four (4) or more check-out registers on the busiest day of the week must classify one (1) employee as Certified Head Cashier.

Section 5(b). A Certified Head Cashier in a self-service market is one who supervises and/or performs all of the functions of the check-out operation (to the satisfaction of the Employer). These functions include the proper checking out of merchandise, handling of all money, balancing of registers, and seeing to it that all employees involved in the check-out operation perform their duties properly and that all customers receive proper service. In addition, a Certified Head Cashier must be qualified to keep operating records and reports, perform such other bookkeeping or personnel functions that the Employer may assign, and supervise and/or perform any other duties requested by the Employer.

Section 5(c). The minimum regular hourly rate for Certified Head Cashiers shall be as follows:

Certified Head Cashier	Effective 9-12-05
Hired Before 3-13-83	\$16.745
Hired After 3-13-83	\$16.125

Specifically, all Certified Head Cashiers shall receive minimum increases of thirty cents (\$.30) per hour effective September 10, 2006, and twenty cents (\$.20) per hour effective September 9, 2007.

Section 6. Assistant Head Cashier - An employee classified as a Cashier who regularly performs the duties of a Certified Head Cashier sixteen (16) hours per week or more shall be classified as an Assistant Head Cashier. An Assistant Head Cashier shall receive an additional twenty-five cents (\$.25) per hour to be added to that employee's regular hourly rate as a Clerk-Cashier.

Section 7(a). Head Dairy Clerk - All stores which have average weekly sales of forty thousand dollars (\$40,000.00) or more shall have the dairy department operated by a Head Dairy Clerk.

Section 7(b). A Head Dairy Clerk is one who supervises and/or performs all of the functions of the dairy department and, if assigned by the Employer, the frozen department. These functions include all planning, ordering, checking, preparing for display, displaying, and selling all merchandise in the department(s), seeing that any merchandise carried over at closing time is properly taken care of, seeing that the department(s) is kept in a clean, attractive condition, safe from accident hazards, and seeing that all customers are given proper service.

Section 7(c). The minimum regular hourly rate for Head Dairy Clerks shall be as follows:

Head Dairy Clerk	Effective 9-12-05
Hired before 3-13-83	\$16.745
Hired after 3-13-83	\$16.125

Specifically, all Head Dairy Clerks shall receive minimum increases of thirty cents (\$.30) per hour effective September 10, 2006, and twenty cents (\$.20) per hour effective September 9, 2007.

Section 8(a). Porter - An employee classified as Porter shall perform only custodial-type duties (i.e., building service and maintenance) and is strictly prohibited from performing those duties usually performed by Clerks, except in response to a bona fide emergency.

Section 8(b). The minimum regular hourly rates for Porters shall be as follows:

Porters	Effective 9-12-05	Effective 1-1-07
0-30 calendar days	\$ 6.35	\$ 6.85
31 days - 12 months	\$ 6.75	\$ 6.85
12-24 months	\$ 8.10	\$ 8.10
Over 24 months	\$10.10	\$10.10

Provided that all Porters who are actively employed at the top rate or more as of September 10, 2006, shall receive a minimum increase of thirty cents (\$.30) per hour effective September 10, 2006 and thereafter shall receive a minimum increase of twenty cents (\$.20) per hour effective September 9, 2007. Provided, further, that all Porters who are actively employed as of May 12, 2006 and who, as of September 10, 2006, are below the top rate, shall receive a minimum increase of twenty-five cents (\$.25) per hour,

effective September 10, 2006 and then shall remain at the increased rate until properly qualifying under the continuous service progression service requirements listed above for the next service rate higher than the increased rate. All such Porters and Porters hired after May 12, 2006 (including those who complete their probationary period after that date), shall for the term of this Agreement, advance through the contract progression wage schedules (brackets) until they reach the top rate.

Section 9(a). Utility Clerks - Employees classified as Utility Clerks shall only bag sold merchandise at the check-outs, carry out sold merchandise and work at parcel-pickups, shop for pre-ordered merchandise, stock grocery bags and supplies at the check-outs, do general custodial work, outside maintenance, clean up broken merchandise, check prices on merchandise, return perishable and non-perishable merchandise from check-out area to the proper location, collect bascarts, and handle return bottles. The first (1st) violation of this provision shall result in a written notification to the Store Manager and to appropriate personnel at the Employer's headquarters, if applicable. The second (2nd) violation within a six (6) month period starting from the date of the first (1st) violation shall result in all Utility Clerks within the store where the violation occurred being paid the top rate for the Clerk-Cashier classification for all hours worked in the week previous to the violation. Any further violations within the six (6) months period starting from the date of the first (1st) violation may result in the store losing this classification, and all employees so classified as Utility Clerks to be, at the option of the Union, reclassified as Clerk-Cashiers with full credit for all accumulated actual hours of work under the wage progression schedule.

Employees employed as of May 31, 1982, shall not be reclassified as Utility Clerks and shall not be reduced in hours as a result of this provision below the average number of hours per week used to determine vacation pay paid during 1982 (as determined under Article VIII, Sections 3 and 4 of the 1980-1983 Agreement between the Cleveland Food Industry Committee and Retail Store Employees Union, Local 880; for newly hired employees, the average number of hours worked per week shall be measured from date of hire to May 31, 1982). There shall be no layoff of employees employed as of May 31, 1982, in the store until all Utility Clerks have been laid off first.

Section 9(b). Utility Clerks shall hold separate seniority for all purposes and shall not work more than twenty-five (25) hours per week, provided however, that Utility Clerks who are age sixty-five (65) or older may work more than twenty-five (25) hours per week if the Employer and the employee so agree.

All Utility Clerks may work more than twenty-five (25) hours per week up to a maximum of forty (40) hours per week during the months of June, July and August, and during recognized holiday weeks (New Year's Day, Spring Break, Thanksgiving, and Christmas).

Section 9(c). The minimum hourly rates of pay for Utility Clerks shall be based on their months of service and shall be as follows:

Utility Clerks	Effective 5-12-06	Effective 1-1-07
0-30 calendar days	\$5.90	\$6.85
31 days - 3 months	\$6.10	\$6.85
3-6 months	\$6.25	\$6.85
6-12 months	\$6.40	\$6.85
Over 12 months	\$6.65	\$6.85

Provided that all Utility Clerks who are actively employed as of September 10, 2006 at the top rate or more as of September 10, 2006, shall receive a minimum increase of thirty cents (\$.30) per hour effective September 10, 2006, and thereafter shall receive a minimum increase of twenty cents (\$.20) per hour effective September 9, 2007. Provided, further, that all Utility Clerks who are actively employed as of May 12, 2006 and who, as of September 10, 2006, are below the top rate, shall receive a minimum increase of twenty-five cents (\$.25) per hour, effective as of September 10, 2006, and then shall remain at the increased rate until properly qualifying, under the continuous service progression requirements listed above, for the next service rate higher than the increased rate. All Utility Clerks hired after May 12, 2006 (including those who complete their probationary period after that date) shall, for the term of this Agreement, advance through the contract progression wage schedules (brackets) until they reach the top rate.

Section 9(d). At the Employer's discretion, Utility Clerks may be placed in the Clerk-Cashier classification. The first thirty (30) days in such classification shall be considered a period of training, and during this training period, the employee shall receive the Clerk-Cashier starting rate of pay. The Employer is not obligated to retain an employee who does not perform the work in a satisfactory manner and may return the employee to his/her former classification and wage rate. However, if such employee does perform work in a satisfactory manner during such period of training, said employee shall receive credit for fifty percent (50%) of all hours worked with the same Employer as a Utility Clerks towards his/her progression as a Clerk-Cashier as outlined elsewhere in this Agreement, said credit not to exceed a maximum of 2080 hours. Nothing in this Paragraph or elsewhere in this Agreement shall be interpreted so as to entitle any employee to automatically progress from the Utility Clerks classification to the Clerk-Cashier classification.

Section 10(a). Part-Time Grocery Clerks - Employees may be hired as Part-time Grocery Clerks to perform the work of Clerk-Cashiers. Part-time Grocery Clerks shall be scheduled to work up to forty (40) hours in holiday weeks and weeks in which the first of the month falls, and up to thirty-seven (37) hours in all other weeks. Employees in the classification will be identified as Part-time Grocery Clerks on weekly store schedules. The hours of Part-time Grocery Clerks shall be allocated by seniority so that no more senior

Part-time Grocery Clerk is scheduled less hours than a less senior Part-time Grocery Clerk in the same store. Article III, Section 15(a) shall not apply to Part-time Grocery Clerks, except that their hours may be claimed by Clerk-Cashiers hired prior to October 11, 1996. No Clerk-Cashier hired prior to October 11, 1996, shall be reduced in hours or full-time status due to the hiring of Part-time Grocery Clerks. Part-time Grocery Clerks, and the hiring of Part-time Grocery Clerks will have absolutely no adverse impact on employees hired prior to October 11, 1996.

Section 10(b). Part-Time Grocery Clerks Hired On or Before May 12, 2006. The minimum hourly rates of pay for Part-time Grocery Clerks hired on or before May 12, 2006 shall be based on their months of service and shall be as follows:

Part-Time Grocery Clerks	Effective 9-12-05	Effective 1-1-07
0 - 30 calendar days	\$6.30	\$6.85
31 days - 6 months	\$6.50	\$6.85
6-12 months	\$6.75	\$6.85
12-18 months	\$7.40	\$7.40
18-24 months	\$7.90	\$7.90
Over 24 months	\$8.85	\$8.85

Specifically, all Part-time Grocery Clerks who are actively employed at the top rate or more as of September 10, 2006, shall receive a minimum increase of thirty cents (\$.30) per hour, effective September 10, 2006, and thereafter shall receive a minimum increase of twenty cents (\$.20) per hour effective September 9, 2007. Provided, further, that all Part-time Grocery Clerks who are actively employed as of May 12, 2006 and who, as of September 10, 2006, are below the top rate, shall receive a minimum increase of twenty-five cents (\$.25) per hour, effective September 10, 2006 and then shall remain at the increased rate until properly qualifying, under the continuous-service progression requirements listed above, for the next bracket (or service) rate higher than the increased rate. Thereafter, for the term of this Agreement, such Part-time Grocery Clerks shall progress through the contract progression wage schedules (brackets) until they reach top rate.

Section 10(c). Part-time Grocery Clerks Hired After May 12, 2006. The minimum hourly rates of pay for Part-time Grocery Clerks hired May 12, 2006 shall be based on their months of service and shall be as follows:

		Effective 1-1-07
0-30 calendar days	\$6.00	\$6.85
31 days - 3 months	\$6.25	\$6.85
3 - 6 months	\$6.50	\$6.85
6 - 9 months	\$6.75	\$6.85
9 - 12 months	\$7.00	\$7.00
12 - 15 months	\$7.25	\$7.25
15 - 18 months	\$7.50	\$7.50
18 - 21 months	\$7.75	\$7.75
21 - 24 months	\$8.00	\$8.00
24 - 30 months	\$8.25	\$8.25
30 - 36 months	\$8.50	\$8.50
Over 36 months	\$8.85	\$8.85

Section 10(d). The Employer shall promote a Part-time Grocery Clerk to regular Clerk-Cashier status whenever the number of full-time employees (40 hours in a regular week; 32 hours in a holiday week) in a store falls below twenty-five percent (25%) of the total number of employees in the store, excluding the Store Manager, any Co-Managers, and Utility Clerks. Part-time Grocery Clerks promoted to regular Clerk-Cashier status will receive full credit for all accumulated hours under the Clerk-Cashier wage progression for employees hired on or before May 12, 2006, and shall receive full credit, up to 4160 hours, for all accumulated hours under the Clerk-Cashier wage progression for employees hired after May 12, 2006. The applicable wage progression based upon date of hire shall apply.

Section 10(e). The following wage and benefit terms will apply to those employees who were hired as Students or Utility Clerks and who are later reclassified as Part-time Grocery Clerks:

1. Upon reclassification to the Part-time Grocery Clerk classification, one-half (1/2) of the time worked as a High School Student or Utility Employee will be counted toward the employee's position in the Part-time Grocery Clerk wage progression;
2. A reclassified employee is entitled to the Part-time Grocery Clerk Health and Welfare Plan (One Hundred and Twenty-Four Dollars (\$124.00 per month)) one (1) year after the date of hire, or three (3) months from reclassification, whichever is later;
3. For a Utility Employee who is reclassified as Part-time Grocery Clerk and who has obtained health and welfare coverage as a Utility Employee as of the date of reclassification, such Utility Employee's coverage and contributions shall continue until the employee becomes entitled to the Part-time Grocery Clerk Health and Welfare Plan under subsection (2) above;
4. Whenever a reclassified employee who is hired on or before May 12, 2006 completes two (2) years of service from original date of hire (or upon reclassification if after two [2] years of service), that employee may elect between the new Part-time Grocery Clerk Health and Welfare Plan (One Hundred and Twenty-Four Dollars (\$124.00 per month)) or the new part-time plan (Two Hundred Twenty Dollars (\$220.00 per month)); and
5. For a reclassified employee for whom no pension contributions are payable as of the date of reclassification, pension contributions as a Part-time Grocery Clerk shall not begin until one (1) year from the date of hire. For a reclassified employee for whom pension contributions are payable on or prior to the date of reclassification, pension contributions shall continue to be made at the rate then in effect for the classification from which the employee was reclassified for the duration of the employee's service as a Part-time Grocery Clerk.

Section 11. For purposes of placement and/or progress under the wage progression brackets (or schedules) in Section 1 of this Article, the rate is to be determined by the number of accumulated actual hours of work as follows: forty (40) hours constitute a week and four and one-third (4 1/3) weeks constitute a month.

Section 12(a). When a Department Head's job is vacant for one (1) week, an employee must be assigned to such vacant position and paid the appropriate rate until the job vacancy is filled through the selection of a regular Department Head.

Section 12(b). Additional Department Head classifications may be formally established by mutual agreement between each individual Employer and the Union. Such agreements, if reached, would include such matters as the wage premium for the Department Head classification over regular wage rates, and separate classification seniority. It is understood that neither any individual Employer nor the Union can be required to agree to the formal establishment of additional Department Head classifications.

Section 13. An employee working between 10:00 P.M. and 6:00 A.M. who is not receiving premium pay for that work shall receive a premium of thirty-five cents (\$.35) per hour for the hours worked between 10:00 P.M. and 6:00 A.M. Provided, that for an employee designated as Night Crew Leader, in charge of work to be performed during night hours, the premium for such hours shall be sixty cents (\$.60) per hour.

Section 14. No employee shall be paid less than the rates specified in this Agreement or suffer a reduction in pay as a result of this Agreement.

Section 15. The Union shall have full authority to effect the discipline of any employee working below conditions set forth in this Agreement, including working off-the-clock. Furthermore, the Joint Standing Committee shall have the right to impose a financial penalty on any company found guilty by the Committee of repeated violations of working off-the-clock, and in all such cases of repeated violation the financial penalty shall be based upon the hours actually worked off-the-clock.

Section 16(a). The Union will be given first opportunity to refer laid-off members to the Employer for hiring, and the Employer will give full and fair consideration to the hiring of applicants referred by the Union.

Section 16(b). The Employer agrees that all new employees who have had previous comparable work experience in the retail food industry will be given credit for one-half (1/2) of such experience up to the maximum of one (1) year, irrespective of whom they have worked for, and their rates of pay shall be based in accordance with such credited experience according to the schedule set forth in this contract. Such experience shall be recognized by this Employer from and after written certification to this Employer by the Union Representative of United Food and Commercial Workers Union Local No. 880 or by previous

retail food employers, providing, however, that there shall be no retroactivity in connection with this certification. However, an employee must have been engaged in the retail food business during some part of the five (5) years immediately prior to his or her employment by this Employer to be entitled to the benefits of this paragraph, and no credit will be given for any employment not shown on the application form. When the Employer hires a former employee, the Union will not be required to notify the Employer of any prior experience with that Employer.

Section 16(c). Any employee in any classification who was actively employed under the terms of this collective bargaining Agreement as of March 13, 1983, and who is later rehired or re-employed under the terms of this Agreement by the same or a different employer, shall be considered, when placed into a classification which has different wage schedules for employees hired before or after March 13, 1983, to have been hired before March 13, 1983, for the sole purpose of determining which wage schedule for that classification is applicable to that employee.

Section 17. Nothing herein shall preclude the Employer from granting, in its sole discretion or in cooperation with the Union, individual merit increases to any employee covered by this Agreement, so long as the Employer promptly notifies the Union of the amount and effective date of each such increase.

Section 18(a). Severance Pay - In the event a Company permanently closes a store and full-time employees who are entitled to forty (40) hours of vacation per week in a calendar year with at least five (5) years of continuous service are terminated as a result of the closing, those employees will be entitled to severance pay of one (1) week's regular pay for every two (2) years of service, up to a maximum of five (5) weeks' pay; and full-time employees with at least two (2) years, but less than five (5) years, of continuous service who are terminated as a result of the closing, and will be entitled to severance pay of one (1) week's pay.

Section 18(b). Severance pay shall be paid in a lump sum upon termination. An employee who is terminated and is eligible for severance pay, and accepts severance pay, forfeits his or her seniority and has no recall rights. However, an employee may elect a voluntary layoff not to exceed six (6) months. If an employee accepts layoff, the employee may at any time after a ninety (90) day period elect to take severance pay and lose seniority rights.

Section 18(c). An employee shall be disqualified for severance pay in the event the employee:

1. refuses a comparable job within the jurisdiction of the Union in accordance with employee seniority rights under Article V of this Agreement;
2. voluntarily terminates employment prior to store closing;
3. refuses comparable employment with a successor employer within thirty (30) days of store closing.

Section 19. The Employer and the Union agree to discuss the establishment of programs to utilize Internal Revenue Service Code Section 125 to allow use of pre-tax earnings for child or dependent day care, and programs to secure discounts with local day care facilities.

Section 20. Manager Trainees are defined as employees identified and selected by management to be trained for store management responsibilities, and shall be permitted the necessary flexibility to adequately prepare for store management. Hours worked by management trainees shall not affect hours worked by permanent bargaining unit employees, and the management training period for any Manager Trainees shall not extend beyond two (2) years.

Section 21. With the exception of the Meat Department Head, First Cutter and Journeymen classifications, qualified employees in one classification in either the Meat Agreement or Grocery Agreement can be assigned to perform the work of employees in another classification on a temporary basis for the legitimate needs of the business and such reassignment is necessary for the operation of the store. Such reassignment shall not require an employee to work beyond the employee's scheduled shift.

Section 22. The Employer, in order to educate its non-store employees on store operations, can have its office personnel work in stores to be trained in store operations, upon advance notice to the Union, and for not more than two (2) weeks per participant, unless mutually extended with the consent of the Union.

Examples of when this may occur include, but are not limited to, the following:

- Provide hands-on opportunities for office employees to experience retail operations during holidays.
- Employees transferring into a new job may work at the store as part of their training and orientation to improve knowledge and understanding regarding their impact on store operations and the personnel.
- Employees involved in projects, work flow design or technology solutions that impact store operations and store personnel may work at the stores to gain insight in the spirit of optimizing results.

Only one person per store may be present under this section, unless modified with the consent of the Union.

The intent of this language is not to decrease store employee hours.

The intent of this language is to allow personnel from the Employer offices to have a brief hands-on retail experience designed to develop awareness and appreciation for the complexities associated with operating this retail business.

ARTICLE X

Health and Welfare

Section 1. The operative Health and Welfare Benefit Trust Fund (United Food & Commercial Workers Union-Employer Health and Welfare Fund), established in

conformity with the laws of the State of Ohio and the Federal Government, and determined to be tax exempt under Section 501(c)(9) of the Internal Revenue Code, shall be continued and administered by the Trustees in accordance with the terms and conditions of the applicable documents and laws. Provided, that neither the Trustees nor any other party shall do anything, officially or unofficially, directly or indirectly, that will result in employer contributions to the Fund being construed as wages under the Fair Labor Standards Act or any other Federal law or being considered by any taxing authority as wages upon which withholding tax should be deducted or Social Security contributions made.

Section 2. As specified below, employer contributions to the Fund shall be at a level high enough to maintain the level of benefits provided by the Fund as of September 1, 2005, and changes to the benefits adopted by the Trustees of the Fund after that date. These contributions shall be as follows:

- a. The Health and Welfare contribution shall be as follows:
 1. **Part-time Contribution for Employees Hired Before October 11, 1996:** Two Hundred Seventy-Eight Dollars (\$278.00) per month for each non-student employee hired prior to October 11, 1996 working less than one hundred forty eight (148) hours in months in which four (4) weekly pay periods end or one hundred eighty-five (185) hours in months in which five (5) weekly pay periods end. Contributions for all part-time employees will be made provided such employees have averaged fourteen (14) hours or more per week for the reporting period. If such employees average less than fourteen (14) hours per week for a reporting period no contribution will be made, except for those employees who are absent due to illness, in which cases contributions will be continued as outlined in Section 6 below.
 2. **Full-time Contribution for Employees Hired Before March 13, 1983:** Seven Hundred Fifty-Seven Dollars (\$757.00) per month for each employee hired before March, 13, 1983, working one hundred forty-eight (148) hours or more in months in which four (4) weekly pay periods end and one hundred eighty-five (185) hours or more in months in which five (5) weekly pay periods end.
 3. **Full-time Contribution for Employees Hired On or After March 13, 1983:** Five Hundred Fifty-Seven Dollars (\$557.00) per month for each employee hired on or after March 13, 1983, working one hundred forty-eight (148) hours or more in months in which four (4) weekly pay periods end and one hundred eighty-five (185) hours or more in months in which five (5) weekly pay periods end.
 4. **Utility Clerks:** Fifty-Three Dollars (\$53.00) per month for each Utility Employee working fifty-six (56) hours

or more in months in which four (4) weekly pay periods end and seventy (70) hours or more in months in which five (5) weekly pay periods end.

- 5. Part-time Contribution For Employees Hired After October 11, 1996, Other Than Part-time Grocery Clerks, but On or Before May 12, 2006:** Two Hundred Twenty Dollars (\$220.00) per month for each non-student employee hired after October 11, 1996 and on or before May 12, 2006, other than a Part-time Grocery Clerk, working less than one hundred forty-eight (148) hours in months in which four (4) weekly pay periods end and one hundred eighty-five (185) hours in months in which five (5) weekly pay periods end. Contributions for all part-time employees will be made provided such employees have averaged fourteen (14) hours or more per week for the reporting period. If such employees average less than fourteen (14) hours per week for a reporting period, no contribution will be made, except for those employees who are absent due to illness, in which cases contributions will be continued as outlined in Section 6 below.
- 6. Part-time Grocery Clerk and Part-Time Employees Hired After May 12, 2006:** One Hundred Twenty-Four Dollars (\$124.00) per month for each Part-time Grocery Clerk or part-time employee hired after May 12, 2006 who has averaged fourteen (14) hours or more per week for the reporting period. If such employee averages less than fourteen (14) hours for a reporting period, no contribution will be made, except for that employee who is absent due to illness, in which case contributions will be continued as outlined in Section 6 below.
- 7. Part-time Grocery Clerk Option for Employees Hired On or Before May 12, 2006:** When a Part-time Grocery Clerk, who was hired on or before May 12, 2006, completes twenty-four (24) months of service, he or she will have the option of selecting the benefits plans made available pursuant to Numbers 5 or 6 above, and the Employer will make contributions at the rate specified for the plan selected. This option shall be exercised in writing, and once exercised may not be changed. Part-time Grocery Clerks hired after May 12, 2006 do not have this option.

High school student employees and seasonal summer and holiday-period employees are not entitled to any health and welfare coverage or contribution. Provided further, that a part-time employee whose hours are temporarily inflated due to summer working schedules shall retain his or her former health and welfare status, regardless of actual hours worked during the summer months.

- b.** Contribution levels effective September 1, 2006, and September 1, 2007, shall be set by the Trustees of the Fund at a level high enough to maintain the benefits as specified in this Section, provided, however, that any increase to maintain benefits shall not

exceed twelve percent (12%) on September 1, 2006 and shall not exceed eight percent (8%) on September 1, 2007, provided, however, that to the extent the increase on September 1, 2006 is less than twelve percent (12%), the amount of percentage less than twelve percent (12%), on a percent for percent basis, up to four percent (4%) can be applied beginning September 1, 2007, up to a maximum of twelve percent (12%) total increase as of September 1, 2007.

Section 3(a). Involuntary Reduction in Full-time Hours.

When an employee is once covered by the full-time contribution provisions above, and is subsequently reduced in hours worked to below one hundred forty-eight (148) hours in months in which four (4) weekly pay periods end or one hundred eighty-five (185) hours in months in which five (5) weekly pay periods end, the Employer will contribute the full-time contribution for one (1) month after the reduction in hours worked.

Section 3(b). Grace Period. Employees who are working less than forty (40) hours per week as of May 12, 2006, on behalf of whom full-time health care contributions are being made as of May 12, 2006 as a result of the 20, 25, 28, 32, and 35 hours per week full-time contribution thresholds, will be allowed to use their seniority to maximize their hours over the three-month period following May 12, 2006 without regard to the prior restriction provisions of the Agreements (which would otherwise require them to wait for new hours to become available). During such three (3) month period, the Employer will continue to apply the previous hours-per-week thresholds applicable to such employees.

Section 3(c). Maintaining Full-time Health Care Status.

If an employee has a continuous absence of not more than five (5) days that is not covered by illness and accident continuation provisions of the Agreements that spans two (2) health and welfare measurement periods ("months") that has caused the employee to be reduced from full-time to part-time contribution status, the employee may elect to apply any unused vacation or personal holidays to all of those days of absence so as to maintain full-time contribution status. The employee will then be paid for the vacation and/or personal holidays so used.

Section 3(d). Moratorium on New Full-Time Contributions.

For the duration of the Agreement, no full-time contributions shall be made on behalf of any employee who does not have full-time health and welfare contribution status as of May 12, 2006. Provided, however, that this provision shall only apply to the extent that there is more than forty percent (40%) in the bargaining unit of employees for whom full-time health and welfare contributions are being made.

Section 4. Each Company must promptly notify the Fund of all employee coverage adjustments (e.g., termination, reduction from full-time to part-time coverage) and failure to comply with this notice requirement subjects that

Provided, however, that there shall be a maximum weekly contribution limit of forty (40) hours per employee (i.e., no pension contribution is owed on those hours worked by an employee in excess of forty [40] in one [1] workweek). Provided further, that pension contributions shall not begin for hours worked by an employee hired on or after September 11, 1984, until after that employee completes six (6) months of service (i.e., contributions begin for hours worked by such an employee on and after the first (1st) Sunday of the month after the employee completes six [6] months of service). Also provided further, that pension contributions should not begin for hours worked by a Part-time Grocery Clerk until such an employee completes twelve (12) months of service (i.e., contributions begin for hours worked by such an employee on and after the first (1st) Sunday of the month after the employee completes twelve [12] months of service). Also provided further, that any employee who fails to receive a full year of credited service in any plan year because he or she served on jury duty shall have contributions made by his or her Employer for the lesser of all hours the employee served on jury duty, or the contributions needed to provide a full year of credited service.

Section 2(b). The Trustees shall be instructed to take such action as is necessary to: (i) maintain the ERISA minimum funding standard account; and (ii) remove the cap regarding the recognition of years of credited service for all employees with an hour of service on or after February 1, 2006.

Section 3. As of the date the Employer initially commenced payments into this Pension Fund, the employees covered by this Agreement automatically ceased to participate in other Company retirement programs then in effect. Furthermore, the Union, as the bargaining agent for such employees, agreed on behalf of them to withdraw from, surrender, release, and relinquish whatever rights, privileges, and benefits they had under the aforesaid Company retirement programs as of January 3, 1966, and from that date forward the Pension Fund shall be solely responsible for the retirement benefits for all employees covered by this Agreement.

Section 4. Each Employer shall report to the Pension Fund the hours worked by any employee for whom pension contributions are not required to be made.

ARTICLE XII

Collection of Fringe Benefits

Section 1. The Employer signatory to this collective bargaining Agreement hereby adopts and agrees to be bound by all the terms and provisions of the Trust Agreements as well as any rules and regulations established thereunder by the Trustees for United Food & Commercial Workers Union-Employer Health and Welfare Fund and United Food & Commercial Workers Union Local 880 Retail Food Employers Joint Pension Fund and as the same are amended from time to time as if the Employer was a party thereto. The Employer

further agrees to be bound by the rules and procedures for the collection of contributions as they are established or as they will be amended from time to time by the Trustees of such Funds, including, but not limited to, provisions relating to Employer liability for reasonable interest charges as set by Trustees, attorney fees, and audit fees.

Section 2. Contributions and the accompanying reporting forms shall be received by United Food & Commercial Workers Union-Employer Health and Welfare Fund and United Food & Commercial Workers Union Local 880 Retail Food Employers Joint Pension Fund no later than the fifteenth (15th) day of the month following the month in which the work was performed.

The Employer shall be considered delinquent if it fails to submit contributions on behalf of all employees for whom contributions are required under the collective bargaining Agreement, or if it fails to compute properly the contributions according to the required contribution formula specified in the collective bargaining Agreement.

Section 3. The Union and/or the Trustees of each Trust Fund described in this Agreement shall not be required to pursue the collection of delinquent contributions through the grievance and arbitration procedure provided elsewhere in this Agreement.

Section 4. The Union has the right to assist the Trustees of United Food & Commercial Workers Union-Employer Health and Welfare Fund and/or United Food & Commercial Workers Union Local 880 Retail Food Employers Joint Pension Fund and the administrative staff of either Fund in the collection of delinquent contributions. If a delinquency to any Fund is not satisfied within one (1) week after the Employer receives formal written notice from the Trustees of the Fund, the Union shall have the right to strike until full payment is made, providing that the Union shall give a seven (7) day notice to the Employer prior to engaging in a strike. This remedy shall be in addition to all other remedies available to the Union and the Trustees, and may be exercised by the Union, anything in this collective bargaining Agreement to the contrary notwithstanding. Such a strike to collect contributions to the Trust Funds shall not be considered a violation of this Agreement on the part of the Union, and it shall not be a subject of arbitration.

ARTICLE XIII Credit Union

Section 1. The Employer will make weekly/bi-weekly payroll deductions from the employees who sign a proper authorization card for such amounts as the employee will designate and pay the same to the duly accredited officer of United Food & Commercial Workers Union Local 880 Credit Union, Inc. All deductions shall be promptly remitted to the United Food & Commercial Workers Union Local 880 Credit Union, Inc.

Section 2. Where authorized in writing by an employee, and where appropriate technical arrangements can be made, the

Employer shall directly deposit an employee's entire pay or portion thereof into his or her account with the United Food & Commercial Workers Union Local 880 Credit Union, Inc. Where direct deposit is available and authorized, the Employer may elect to remit funds exclusively in that manner.

ARTICLE XIV

Grievance Procedure

Section 1. Should any dispute or grievance arise under this Agreement, it shall be settled in accordance with the procedure set forth in this Article, and, except as otherwise specifically provided in this Agreement, this procedure is the sole and exclusive method of disposing of such grievances.

Step 1.

In order to be considered as a grievance under this Article, a dispute or grievance shall be submitted to the Employer in writing within fourteen (14) days after the occurrence of the incident causing such dispute or grievance, or within fourteen (14) days from the date when the employee or Union became aware or reasonably should have become aware of the incident or events in question, but in no case more than one (1) year from the incident or event giving rise to the dispute.

Step 2.

There shall be an effort on the part of the parties to settle and resolve any dispute or grievance and the Employer shall answer all disputes or grievances in writing within fourteen (14) days after the receipt of same.

Step 3.

If the grievance is not satisfactorily settled in Step 2, the Union has two (2) weeks from receipt of the Step 2 answer to submit a written appeal to an appropriate management administrative official. A meeting shall be held between Employer and Union officials and a final written answer shall be issued by the Employer within one (1) week of the meeting. Provided, that the parties may agree to hold additional Step 3 meetings without loss of rights under this Article.

Step 4.

In the event that the parties are unable to settle or resolve a grievance, the Union may refer the grievance to arbitration by requesting the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a panel of arbitrators. Within fourteen (14) days of receipt of the first panel, the Employer and Union may mutually agree to request the Agency to submit additional panels of arbitrators. The arbitrator shall then be selected in accordance with the agency's then applicable rules, unless the Employer and the Union agree to select the arbitrator in some other manner.

Section 2. The Union may refer a dispute or grievance which has not been resolved to arbitration on the forty-fifth (45th) day after the dispute or grievance has been submitted in writing to the Employer in Step 1, or at any time thereafter. The Union must refer a dispute or grievance to

arbitration no later than thirty (30) days after the last Step 3 meeting is held.

Section 3. The arbitrator's decision shall be issued within thirty (30) days after the dispute or grievance is submitted to the arbitrator and shall be final and binding upon the Employer, the Union, and the employee or employees involved. The expenses of the arbitrator shall be borne equally by the Employer and the Union.

Section 4. The time limits specified in Section 1 above may be extended by mutual agreement but shall otherwise be enforced in that the dispute or grievance shall be decided against any employee or party failing to observe the time limits.

Section 5. In the event a grievance goes to arbitration, this Agreement, including any Supplements or Addenda, shall be the basis on which the arbitrator's decision is rendered, and in reaching his or her decision the arbitrator shall have no authority to amend, modify, or in any way change its terms.

Section 6. At any step in this grievance procedure, the Executive Board of the Local Union shall have final authority in respect to any aggrieved employees covered by this Agreement to decline to process further a grievance, complaint, disagreement or dispute if in the judgment of the Executive Board such grievance or dispute lacks merit or justification under the terms of this Agreement, or has been adjusted or rectified under the terms of this Agreement to the satisfaction of the Union Executive Board.

Section 7. In the investigation and processing of a dispute or grievance, the Union and the Employer shall upon request provide each other all relevant and pertinent records, papers, and data including the names of any and all witnesses whose testimony would have bearing on the grievance, except where a failure to follow established check-out procedure may be involved or where the security of the Union and/or the Employer would be at issue.

ARTICLE XV

Industry-Union Standing Committee

Section 1. An Industry-Union Standing Committee shall be created for the purpose of considering and dealing fairly and effectively with the subjects listed in Section 3 of this Article. The Standing Committee shall consist of three (3) Union members, selected solely by the Union and three (3) industry members, selected solely by the Cleveland Food Industry Committee. The Standing Committee shall function as a special intermediate method of dealing with disputes within the Standing Committee's jurisdiction which must first originate and be processed through the contractual grievance procedure but which, after completion of Step 3, may be submitted to the Standing Committee (by either the Company or the Union) before being submitted to arbitration under Step 4. In the event that the Standing Committee is unable to reach a decision on any dispute brought before it, the Union may then pro-

ceed to arbitration under Step 4 of the procedure (with Step 4 time limit commencing on the date of the Standing Committee meeting).

Section 2. The administrative rules and regulations and guidelines of the Standing Committee shall be formulated initially by the Union and the Cleveland Food Industry Committee and thereafter may be revised only by mutual agreement between the Union and the Cleveland Food Industry Committee or between the Union President and the Cleveland Food Industry Committee Chairman. Once formed, the Standing Committee shall have adequate authority to deal flexibly and effectively with the problems that are within the jurisdiction of the Standing Committee, and any decision that is supported by at least two (2) Union members and two (2) Industry members shall be final and binding on the Union, the involved Company (whether or not affiliated with the Cleveland Food Industry Committee), and the involved employee(s).

Section 3. The Standing Committee shall have jurisdiction over the following general subjects:

1. Store operating hours
2. Working off-the-clock
3. Abuse of time clock and/or sign-out increments at quitting time
4. Failure to give and/or take breaks
5. Abuse of Sunday work rights
6. Abuse of Porter classification
7. Abuse of outside salesmen and deliverymen rights
8. All ancillary agreements between the Employer and the Union which are not included in the text of the Labor Agreement
9. Any other subject mutually agreed to by the Union and the Cleveland Food Industry Committee

Section 4. The Standing Committee shall be a separate and completely independent method of problem solving which has no relationship or relevance, direct or indirect, to the regular administration of grievances through the grievance procedure (including arbitration). Therefore, the rules and regulations and decisions of the Standing Committee shall not be considered as amendments or supplements to the Labor Agreement and shall not be considered as a precedent or in any way relevant to the consideration or arbitration of any dispute under Steps 1 through 4 of the grievance procedure.

ARTICLE XVI

No Strike/No Lockout

Section 1. Except as otherwise provided in the Agreement, the Union agrees that during the term of this Agreement there shall be no strikes, picketing, or other interference with operations, and the Employer agrees that for the same period there shall be no lockouts.

Section 2. It shall not be a violation of this Agreement, and it shall not be cause for discharge, disciplinary action or permanent replacement in the event an employee refuses to enter upon any property involved in a primary labor dispute with the Union, or refuses to go through or work behind such primary picket line.

Section 3. The Union agrees not to picket any facility where the part of the facility engaged in a primary labor dispute with the Union is closed for business and in such a case Section 2 shall not apply.

ARTICLE XVII

Savings and Separability

The provisions of this Agreement are deemed to be separable to the extent that if and when a court of last resort adjudges any provisions of this Agreement in its application between the Union and the Employer to be in conflict with any law, such decision shall not affect the validity of the remaining provisions of this Agreement, but such remaining provisions shall remain in full force and effect, provided further that in the event any provision or provisions are so declared to be in conflict with a law, both parties shall meet within thirty (30) days for the purpose of re-negotiating an agreement on provisions so invalidated.

ARTICLE XVIII

Zone Rates

The Employer and Union may, by mutual agreement, negotiate special terms, conditions of employment, and rates of pay for geographical zones where there is extensive non-union or unfair competition. The zone agreement shall modify this Agreement for employees hired to work in such zone stores, but shall not apply to any employee hired prior to October 25, 1999.

ARTICLE XIX

Termination

Section 1. This Agreement represents a complete and final understanding on all bargainable issues between the Employer and the Union, and it shall be effective September 12, 2005, and shall remain in full force and effect until September 14, 2008, and thereafter from year to year unless sixty (60) days prior to said expiration date, or

any anniversary date thereof, either party gives timely written notice to the other of an intent to terminate or modify any or all of the provisions.

Section 2. This Agreement shall be equally binding on the Employer, separately and collectively, and its successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 15th day of November, 2006.

CLEVELAND FOOD
INDUSTRY COMMITTEE


UNITED FOOD AND
COMMERCIAL WORKERS
UNION LOCAL No. 880



By Frank W. Buck
Chairman



Thomas H. Robertson
President



Robert W. Grauvogel
Secretary-Treasurer

On behalf of the following companies:

Gillombardo Bros., Inc.

d/b/a Gillombardo's Giant Eagle



Approved by Charles J. Gillombardo,
Vice President

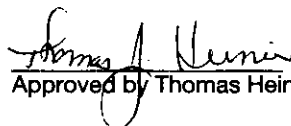
Vala Holdings Ltd.

d/b/a Gillombardo's Giant Eagle



Approved by Charles J. Gillombardo
Vice President

Heinen's Inc.



Approved by Thomas Heinen

Riser Foods Company

d/b/a Giant Eagle, Inc.

Approved by Gene Tommasi, SVP
Retail Operations

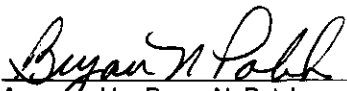


Approved by Jean Colarik
Director of Human Resources Consultant

Tops Markets, Inc.



Approved by Jack Barrett
Vice President, Labor Relations



Approved by Bryan N. Polak
Director, Labor Relations

BAKERY CLERKS ADDENDUM

PURPOSE OF ADDENDUM

The intent and purpose of this Addendum between the members of the Cleveland Food Industry Committee, separately and collectively, and United Food and Commercial Workers Union Local No. 880 is to promote and improve labor-management relations between them. To the extent practicable, the terms of the Labor Agreement between the CFIC and the Union apply unless specifically modified by this Addendum.

ARTICLE I

Recognition

The Employer recognizes the Union as the sole bargaining agent for all Bakery Clerks and Head Bakery Clerks, excluding supervisors, as defined in the National Labor Relations Act, as amended, in its retail food stores located in the Ohio counties of Cuyahoga, Lake, Geauga, Ashtabula, Lorain, Medina, Erie, and Huron.

ARTICLE V

Seniority

Seniority under this Addendum is to cover Bakery Clerks only (i.e., only within their group), and all bakery employees covered by this Addendum shall have separate seniority for all purposes. Specifically, it is clearly understood and agreed that Bakery Clerks shall have seniority only within the bakery department, and there shall be no overlapping seniority rights or claims of any kind between bakery employees and other employees within the food store.

ARTICLE IX

Wages and Related Items

Section 1. Head Bakery Clerks

Effective
9-12-05
\$12.45

Specifically, all Head Bakery Clerks shall receive a minimum increase of thirty cents (\$.30) per hour effective September 10, 2006, and thereafter shall receive a minimum increase of twenty cents (\$.20) per hour effective September 9, 2007.

Section 2. Bakery Clerk

	Effective 9-12-05	Effective 1-1-07
0-30 calendar days	\$ 6.15	\$ 6.85
31 days - 520 hours	\$ 6.25	\$ 6.85
521 - 1040 hours	\$ 6.55	\$ 6.85
1041-2080 hours	\$ 7.00	\$ 7.00
2081-3120 hours	\$ 7.50	\$ 7.50
Over 3120 hours	\$10.30	\$10.30

Specifically, all Bakery Clerks, who are actively employed at the top rate or more as of September 10, 2006, shall receive a minimum increase of thirty cents (\$.30) per hour, effective September 10, 2006, and thereafter shall receive

a minimum increase of twenty cents (\$.20) per hour effective September 9, 2007. Provided, further, that all Bakery Clerks who are actively employed as of May 12, 2006 and who, as of September 10, 2006, are below the top rate, shall receive a minimum increase of twenty-five cents (\$.25) per hour, effective September 10, 2006, and then shall remain at the increased rate until properly qualifying, under the continuous-service progression requirements listed above, for the next bracket (or service) rate higher than the increased rate. Thereafter, for the term of this Agreement, such Bakery Clerks and all Bakery Clerks hired after May 12, 2006 (including those who complete their probationary period after that date) shall progress through the contract progression wage schedule (brackets) until they reach top rate.

ARTICLE X

Health and Welfare

All of the provisions of the Labor Agreement apply unless in conflict with the provisions below. Employer contributions to the United Food & Commercial Workers Union-Employer Health and Welfare Fund will be as follows:

- (a) The health and welfare contribution shall be as follows:
 1. **Part-time Contribution For Employees Hired Before October 11, 1996:** Three Hundred Eighteen Dollars (\$318.00) per month for each employee covered by this Addendum hired before October 11, 1996, who works less than one hundred forty-eight (148) hours in months in which four (4) weekly pay periods end and one hundred eighty-five (185) hours in months in which five (5) weekly pay periods end. Contributions for all part-time employees will be made provided such employees have averaged fourteen (14) hours or more per week for the reporting period. If such employees average less than fourteen (14) hours per week for a reporting period, no contribution will be made, except for those employees who are absent due to illness, in which cases contributions will be continued as outlined in Article X, Section 6.
 2. **Full-time Contribution for Employees Hired Before March 13, 1983:** Six Hundred Sixty-Three Dollars (\$663.00) per month for each employee covered by this Addendum hired before March 13, 1983, who works one hundred forty-eight (148) hours or more in months in which four (4) weekly pay periods end and one hundred eighty-five (185) hours or more in months in which five (5) weekly pay periods end.
 3. **Full-time Contribution for Employees Hired On or After March 13, 1983:** Five Hundred Fifty-Seven Dollars (\$557.00) per month for each employee covered by this Addendum hired on or after March 13, 1983, who works one hundred forty-eight (148) hours or more in months in which four (4) weekly pay

periods end and one hundred eighty-five (185) hours or more in months in which five (5) weekly pay periods end.

4. **Part-time Contribution For Employees Hired After October 11, 1996 and On or Before May 12, 2006:** Two Hundred Twenty Dollars (\$220.00) per month for each non-student employee working less than one hundred forty-eight (148) hours in months in which four (4) weekly pay periods end and one hundred eighty-five (185) hours in months in which five (5) weekly pay periods end. Contributions for all part-time employees will be made provided such employees have averaged fourteen (14) hours or more per week for the reporting period. If such employees average less than fourteen (14) hours per week for a reporting period, no contribution will be made, except for those employees who are absent due to illness, in which cases contributions will be continued as outlined in Article X, Section 6.
5. **Part-time Contribution For Employees Hired After May 12, 2006:** One Hundred Twenty-Four Dollars (\$124.00) per month for each non-student employee working less than one hundred forty-eight (148) hours in months in which four (4) weekly pay periods end and one hundred eighty-five (185) hours in months in which five (5) weekly pay periods end. Contributions for all part-time employees will be made provided such employees have averaged fourteen (14) hours or more per week for the reporting period. If such employees average less than fourteen (14) hours per week for a reporting period, no contribution will be made, except for those employees who are absent due to illness, in which cases contributions will be continued as outlined in Article X, Section 6.
6. Contribution levels for Bakery Clerks effective September 1, 2006 and September 1, 2007, shall be established in accord with Article X of the basic Grocery Agreement.

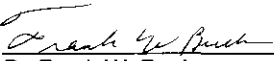
ARTICLE XI Pensions

All of the provisions of Article XI in the basic Labor Agreement shall apply.

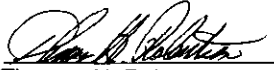
IN WITNESS WHEREOF, the parties have hereunto set their hands this 15th day of November, 2006.

CLEVELAND FOOD
INDUSTRY COMMITTEE

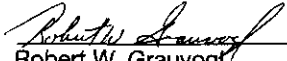
UNITED FOOD AND
COMMERCIAL WORKERS
UNION LOCAL No. 880



By Frank W. Buck
Chairman



Thomas H. Robertson
President



Robert W. Grauvogl
Secretary-Treasurer

NON-FOOD CLERKS SUPPLEMENT

PURPOSE OF SUPPLEMENT

The intent and purpose of this Supplement between the members of the Cleveland Food Industry Committee, separately and collectively, and United Food and Commercial Workers Union Local No. 880 is to promote and improve labor-management relations between them. To the extent practicable, the terms of the Labor Agreement between the CFIC and the Union apply unless specifically modified by this Supplement.

1. Non-Food Clerks shall be covered under the following wage schedule:

Non-Food Clerks	Effective 9-12-05	Effective 1-1-07
0-30 calendar days	\$ 6.05	\$ 6.85
31 days - 3 months	\$ 6.25	\$ 6.85
3 - 9 months	\$ 6.75	\$ 6.85
9 - 18 months	\$ 7.60	\$ 7.60
18 - 24 months	\$ 8.30	\$ 8.30
Over 24 months	\$10.30	\$10.30

Provided that all Non-Food Clerks who are actively employed as of September 10, 2006 at the top rate or above, shall receive a minimum increase of thirty cents (\$.30) per hour effective September 10, 2006, and twenty cents (\$.20) per hour effective September 9, 2007. Provided, further, that all Non-Food Clerks who are actively employed as of May 12, 2006 and who, as of September 10, 2006, are below the top rate, shall receive a minimum increase of twenty-five cents (\$.25) per hour, effective September 10, 2006, and then shall remain at the increased rate until properly qualifying, under the continuous service progression requirements listed above, for the next bracket (or service) rate higher than the increased rate. All Non-Food Clerks hired after May 12, 2006 shall, for the term of this Agreement, advance through the contract progression wage schedules (brackets) until they reach the top rate.

2. In each store which employs Non-Food Clerks, a Non-Food Lead Clerk shall be designated. The Non-Food Lead Clerk shall receive a premium of sixty cents (\$.60) per hour (to be added to that employee's regular hourly Non-Food Clerk rate).
3. The Non-Food Clerks classification shall be subject to the following conditions:
 - a. This classification and wage schedule shall apply only to employees who are hired on or after October 1, 1978, and shall have absolutely no application to any employees hired prior to that date.
 - b. The duties of Non-Food Clerks shall be limited exclusively to non-foods products sold within retail food stores (e.g., general merchandise, health and beauty aids, etc.), and any em-

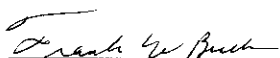
ployee who has work duties which cover both non-foods and food products, except a Part-time Grocery Clerk, (regardless of division) must be classified and paid under the regular classification of Clerk-Cashiers.

- c. It is the responsibility of each company to comply with the conditions governing the Non-Food Clerks classification, and any company which is guilty of repeated violations of those conditions shall be subject to meaningful penalties under the Industry-Union Standing Committee set forth in Article XV of the basic collective bargaining Agreement (including possible loss of the classification).

IN WITNESS WHEREOF, the parties have hereunto set their hands this 15th day of November, 2006.

CLEVELAND FOOD
INDUSTRY COMMITTEE

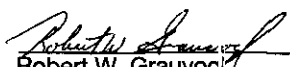
UNITED FOOD AND
COMMERCIAL WORKERS
UNION LOCAL No. 880



By Frank W. Buck
Chairman



Thomas H. Robertson
President



Robert W. Grauvogel
Secretary-Treasurer

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IMPORTANT INFORMATION

WITHDRAWAL CARD

You should contact the Local 880 office promptly if you:

- ☐ Quit, are terminated, or are on lay-off, sick leave, military leave, or personal leave and;
- ☐ Have not worked in one or more calendar months.

If you are current on dues and your initiation fee has been paid in full, you will be issued a withdrawal card - at no cost - on request. Withdrawal cards are valid in any UFCW local and they have no expiration date.

Failure to obtain a withdrawal card could result in your having to pay an initiation fee if you return to work.

GRIEVANCES

A grievance is a complaint by a union member that an employer has violated a contract provision. Your contract provides a mechanism for resolving violations or differences in interpretation: the grievance procedure.

To report a grievance, contact your Steward or Local 880 union representative, who can advise you, investigate the facts of the grievance, and assist in resolving it.

UNION BUSINESS MEETING

Keep informed and make your viewpoint known - attend your union meetings. Regular meetings are held during the year at locations throughout Local 880's jurisdiction. The meetings are announced in Local 880's newspaper, *The Voice*.

CHANGE OF ADDRESS OR NAME

If you change your name or address, notify the Local 880 office promptly. Doing so will ensure that you receive important mail from the Union, like material about contract negotiations, union meeting notices, and union publications.

U.F.C.W. Union Local 880



Thomas H. Robertson
President

Robert W. Grauvogl
Secretary-Treasurer

Be Union — Shop Union

2828 Euclid Ave.
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216-241-5930
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Web Site: www.ufcwlocal880.com

AGREEMENT BETWEEN

**Akron-Canton Food Industry
Committee (Clerks)**

AND

**United Food & Commercial
Workers Union
Local No. 880**

880 UFCW

Effective

September 12, 2005

Expiration

September 14, 2008



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AGREEMENT

This Agreement effective this 12th day of September, 2005, by and between AKRON/CANTON FOOD INDUSTRY COMMITTEE, on behalf of its members, hereinafter referred to, separately and collectively, as the "Employer" and UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL NO. 880, chartered by United Food and Commercial Workers International Union, hereinafter referred to as the "Union".

ARTICLE I

Recognition and Union Security

Section 1. The Employer recognizes the Union as the sole bargaining agent for all food store employees in its retail outlets located in the Ohio counties of Ashland, Carroll, Columbiana, Harrison, Holmes, Jefferson, Medina, Portage, Stark, Summit, Tuscarawas, and Wayne, but excluding meat department employees in all stores, managers, and other supervisors as defined in the National Labor Relations Act, as amended.

Section 2. It is agreed that the Employer can continue the practice of employing Co-Managers to work in the stores, and such Co-Managers shall not be in the bargaining unit. It is also agreed that there shall be no more than one (1) Co-Manager per store unless a store averages sales in excess of \$400,000.00 per week, in which case there may be no more than two (2) Co-Managers per store. The Union must agree to additional co-managers on an individual per store basis, but such permission shall not be unreasonably withheld. The Employer may also employ, outside of the bargaining units, one (1) Front-End Manager, one (1) Human Resources Manager, and one (1) supervisory employee to supervise non-food employees in a store. Co-Managers, Front-end Managers, Human Resources Managers, and non-food supervisory employees shall not be regularly scheduled to perform bargaining unit work and shall not be used to perform bargaining unit work in the event of a strike by the Union during the term of this Agreement.

Section 3. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union on the execution date of this Agreement shall remain members, and those who are not members on the execution date of this Agreement shall on the thirty-first (31st) day following the execution date of this Agreement become and remain members in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its execution date shall on the thirty-first (31st) day following the beginning of such employment become and remain members in the Union.

Section 4. The Employer shall, for the term of this Agreement, deduct initiation fees, Union dues, and any other deductions that are uniformly applied, from each pay period of employees who are members of the Union and who individually and voluntarily certify in writing authorization for

such deductions. The Employer shall remit all deductions promptly to the Union.

Section 5. This Agreement shall be binding upon the successors and assigns of the parties hereto, in the event of bona fide sale or transfer of any store covered by this Agreement during the term hereof, the Employer shall give advance notice to the new owner or such transferee of the obligation of this Agreement and shall as a condition of such sale or transfer, require the new owner to become a party hereto. The former owner shall be responsible for any and all monetary benefits that employees have accumulated under this Agreement to the date of sale or transfer. Seniority of employees shall not be broken by such sale or transfer.

Section 6. An Employer may establish specialty shops operated by other employers on a store-by-store basis only with the consent of the Union, with the understanding that none of the employees covered by this Agreement will be adversely affected in any way by such changes.

ARTICLE II

Management Rights

In addition to the management rights specified elsewhere in the Agreement, the management of the business and the direction of the work force, including, but not limited to, the right to plan, direct, and control store operations; to establish merchandising and pricing policies; to hire, suspend, or discharge for just cause; to assign and allocate work; to transfer employees because of lack of work or for other legitimate reasons; to study or introduce new or improved methods or facilities; to establish and maintain reasonable rules and regulations covering the operation of the store; and to carry out the ordinary and customary functions of management are vested exclusively in the Employer, except to the extent modified by this Agreement, and provided further, that the Employer shall not exercise such rights in an arbitrary or capricious manner.

ARTICLE III

Hours

Section 1(a). The basic workweek for full-time employees hired before September 11, 1984, shall consist of forty (40) hours in any five (5) days, Monday through Saturday. Provided, that in a holiday week, the basic workweek for such full-time employees shall consist of thirty-two (32) hours in any four (4) days, excluding the holiday, Monday through Saturday. Provided further, that although part-time employees hired before September 11, 1984, have no regular workweek, as such, they shall not regularly work on more than five (5) days in an ordinary workweek and four (4) days in a holiday workweek, Monday through Saturday, unless otherwise agreed to between the Employer and the Union.

Section 1(b). The basic workweek for full-time employees hired on or after September 11, 1984, shall consist of forty (40) hours in any five (5) days, Monday through Sunday. Pro-

vided, that in a holiday week, the basic workweek for such full-time employees shall consist of thirty-two (32) hours in any four (4) days, Monday through Sunday. Provided further, that although part-time employees hired on or after September 11, 1984, have no regular workweek, as such, they shall not regularly work on more than five (5) days in an ordinary workweek and four (4) days in a holiday workweek, Monday through Sunday, unless otherwise agreed to between the Employer and the Union.

Section 1(c). During weeks other than holiday weeks, an optional workweek of four (4) ten (10) hour days may be utilized with the following terms:

1. This optional workweek must be mutually agreeable between the Employer and the employee;
2. Employees working this optional workweek shall be scheduled at least forty (40) hours per week;
3. The optional workweek shall be offered in order of seniority within classification among employees who have the ability to perform the work;
4. The optional workweek shall be scheduled in accordance with the Sunday work and basic workweek sections contained in Article III of this Agreement;
5. Sunday work shall be paid at the appropriate Sunday rate;
6. All work over ten (10) hours per day shall be paid for at the rate of time and one-half (1 1/2) the straight-time rate of pay;
7. Employees working ten (10) hour shifts shall receive a fifteen (15) minute rest period during the first half of the shift, and a twenty (20) minute rest period during the second half of the shift;
8. There shall be no night hours restriction among those employees electing this option.

Section 1(d). 1. A full-time or part-time employee may volunteer to be scheduled for up to ten (10) hours per day on any Sunday or Saturday at straight-time rates, plus any appropriate Sunday or holiday premium pay except time and one-half. Employees who are entitled to time and one-half for work on Sundays or holidays who choose to work these shifts shall receive a fifty cents (\$.50) per hour premium for work on Sundays and a one dollar (\$1.00) per hour premium for work on holidays. If an Employer and an employee mutually agree upon the entire weekly schedule for that employee, the ten (10) hour Sunday and/or Saturday shift(s) may be scheduled. If more than one employee wishes to work such ten (10) hour shifts on the same day and an Employer cannot schedule all of them for such shifts, the employee(s) with the greatest seniority will be scheduled for such shift(s). Employees scheduled to work nine (9) or more hours in a day shall receive a fifteen (15) minute rest period during the first half of the shift, and a twenty (20) minute rest period during the second half of the shift.

2. For stores in which Sundays are rotated among volunteers as provided in Section 4(a) of this Article, scheduling

of employees on Sundays for shifts in excess of eight (8) hours under this Section shall not be used to reduce the hours worked on Sundays by employees who elect to be included in the Sunday rotation under Section 4(a).

Section 2(a). Time and one-half (1 1/2) shall be paid for work in excess of forty (40) hours in any regular workweek or eight (8) hours in any one (1) day, or for any work performed by an employee regularly scheduled for forty (40) hours per week when called in on a scheduled day off.

Section 2(b). Time and one-half (1 1/2) shall be paid to employees required to work a sixth (6th) day in their appropriate basic workweek if such work is involuntary and required by management.

Section 3. Employees hired before September 11, 1984, shall be paid time and one-half (1 1/2 times regular rate of pay) for work performed on Sundays and the legal holidays listed in this Agreement, except in cases of emergency to protect the property of the Employer, and with mutual consent of the Union, which work will be at straight-time (or time and one-half if in excess of the basic workweek). Employees hired on or after September 11, 1984, shall be paid at their straight-time rate of pay for hours worked on Sundays and holidays. In addition, all employees hired on or after September 11, 1984, except Student Employees and Utility Clerks, shall receive a premium of fifty cents (\$.50) per hour for hours worked on Sundays and a premium of one dollar (\$1.00) per hour for hours worked on holidays. Student Employees and Utility Clerks shall receive a premium of fifty cents (\$.50) per hour for work performed on the legal holidays listed in Article VIII, Section 1. Employees working on legal holidays listed in this Agreement shall receive holiday pay in addition to the pay provided for above for hours worked.

Section 4(a). The following terms (in this Section) shall apply only to employees hired before September 11, 1984, who work in stores that were open on Sundays and holidays prior to September 11, 1984:

1. Work performed on Sunday or on a legal holiday listed in this Agreement shall not be computed as part of an employee's basic workweek.
2. Sunday and holiday work shall be rotated among all such qualified employees, but such employees shall be entitled to work not less than every other Sunday or holiday should they so choose. An employee may elect not to take his or her turn in rotation, but in such event shall not be eligible for Sunday and holiday work until it is again his or her turn in the rotation.

If the Employer cannot staff the store by rotation, the Employer may require qualified employees to work in an inverse order of seniority.

In scheduling Sunday and holiday work, the more senior employees will not be scheduled for less hours than the less senior employees.

3. When an employee who is scheduled for Sunday or holiday work calls off, the work shall be offered to the employees on the basis of seniority and shall not be counted as a turn in rotation.

Section 4(b). Nothing in this Section shall be interpreted to exclude the counting of Sunday hours for any of the following purposes:

1. The maximum hours to be worked by Utility Clerks;
2. The hours counted for determining health and welfare contributions;
3. The hours counted for pension contribution purposes;
4. Hours accumulated for establishing rates of pay; and
5. Hours counted for vacation pay.

Section 5. Hours worked on Sundays and holidays by employees hired on or after September 11, 1984, cannot be claimed by employees hired prior to September 11, 1984 (or by any employee who would receive time and one-half for such work).

Section 6. When the Employer finds it necessary to assign overtime at premium pay hours, they shall be offered in order of seniority to available on-the-job employees within the classification who are qualified to perform such work.

Section 7. When it is necessary to call in employees, they shall be called in accordance with their seniority and ability to perform the work.

Section 8. In no event shall more than one (1) overtime payment be made for any period of time. A premium payment and an overtime payment shall not be paid for the same period, but the greater of either the premium payment or overtime payment shall be paid. Overtime payments shall always be computed on the regular rate of pay. The provisions of this paragraph shall prevail over the terms and/or construction of any other part of this Agreement.

Section 9. Employees shall receive a fifteen (15) minute paid rest period for each half (1/2) day worked, not to exceed two (2) rest periods per day. Employees working six (6) hours or less in one (1) day shall be entitled to one (1) fifteen (15) minute rest period. Insofar as practicable, the first employees within each classification to report for work will be the first to receive rest periods and, to the extent reasonably permitted by operational requirements, employees will work at least one (1) hour and fifteen (15) minutes before being scheduled for a rest period. An employee shall not exceed fifteen (15) minutes allowed for the rest period and shall return to his or her duties within the time allowed.

Section 10. A lunch period, without pay, shall be scheduled by the Employer as near as possible to the middle of the shift for any employee who works in excess of six (6) hours. Those employees working six (6) hours or less shall

not be required to take a lunch period. Lunch periods shall be of one (1) hour duration. However, by mutual agreement between the Employer and employee, it may be of shorter duration or eliminated.

Section 11. Except in emergency situations, all employees will be given at least ten (10) hours off between work shifts. An "emergency situation", as used in this Section, is a very serious and unusual kind of operating problem which creates a serious need for manpower.

If, as a result of a scheduling error, an employee is involuntarily scheduled with less than ten (10) hours off between shifts, the employee may have the schedule adjusted to provide for such time off with no loss of hours.

Section 12(a). All required meetings including meetings for training shall be paid for as time worked.

Section 12(b). When the employee is required to travel from one (1) store to another or to attend a meeting in a different location other than his/her store during his/her basic workday, the time spent traveling shall be considered as time worked.

Section 13. There shall be no split shift and all time worked in any one (1) day shall run continuously from an employee's starting time to an employee's quitting time, except for lunch and rest periods as provided for in the Agreement.

Section 14(a). Employees shall be scheduled a minimum of fourteen (14) hours per week to be worked in no more than five (5) days, except those part-time employees working only one (1) day per week on emergency "call-in", when additional hours are not available, who shall be scheduled a minimum of five (5) hours.

Section 14(b). An employee scheduled to work on any given day during the work week or who is requested to report for work and does so on a day not scheduled to work, shall receive a minimum of four (4) hours' work or four (4) hours pay at the applicable hourly rate in lieu thereof, provided that for employees who are minors, the minimum shall be three (3) hours.

Section 14(c). The hours minimums provided in this Section shall not apply to employees who choose to work a reduced schedule, or who are not available to work additional hours, or part-time night crew.

Section 15. Each store will post a work schedule, in ink, by 1:30 P.M. each Friday for the following week with all employees (including anyone on layoff) listed according to seniority showing starting times, quitting times, and the total number of hours scheduled for the week. Each employee must make known any errors in the schedule by noon on Saturday. Employees not working on Friday or Saturday may call during hours the store is open for business to get their schedule. The work schedule will not be changed after posting, except in cases beyond the control of the Employer, such as strikes by other unions, Acts of God, or absenteeism. Upon request, the union representa-

tive will be furnished a copy of the schedule, and all old schedules shall be maintained in the store for a period of two (2) months.

Section 16. Based upon their seniority and ability to perform the work, employees normally scheduled for the basic workweek of forty (40) hours shall be afforded an opportunity to work three (3) eight (8) hour day shifts per week if such shifts are available. Day shifts are defined as any shifts commencing no earlier than 6:00 A.M. and ending no later than 6:00 P.M. The assignment of such shifts shall be by the Employer. This Section does not apply to night stockers or night maintenance employees.

Section 17. Days off for employees regularly scheduled five (5) days per week shall be scheduled by the Employer and will not be changed from week to week unless necessitated by sickness, vacations, holidays, or emergencies beyond the control of the Employer.

Section 18(a). It is agreed that the Employer will be permitted to employ such part-time employees as the Employer may require for the efficient operation of the store, however, part-time employees shall be scheduled for available hours up to and including eight (8) hours per day or forty (40) hours per week, in accordance with seniority and ability, within each individual store. Employees may claim any or all portions of a less senior employee's schedule up to eight (8) hours in a day or forty (40) hours in a week, exclusive of time and one-half (1 1/2) hours. Available hours must be claimed to the store manager by noon on Saturday following posting of the work schedule or the employee forfeits the right to such hours. The scheduling and claiming of available hours will not supersede the minimum guarantee clauses contained in Article III, Section 14. To the extent practicable, there shall be a lapse of two (2) hours between the quitting time of one (1) part-time employee and the starting time of another part-time employee who is engaged in the same type of work, unless the first part-time employee is not available for further work. The scheduling or claiming of available hours may not cause an employee to work a split shift.

Section 18(b). The hours of a second head checker shall be protected from available hours claims to the maximum of sixteen (16) hours work in the office and sixteen (16) hours on the register. All other hours in excess of thirty-two (32) shall be on the basis of seniority in accordance with Paragraph (a) above. Provided, that there shall be no more than three (3) second head checkers per store whose hours are entitled to the protection provided in this Section.

Section 18(c). Employees who have prior commitments and are unable to work any and all assigned schedules shall put such commitment into writing for both the Employer and the Union, and such information shall, upon request, be made available to the Union. Employees who are available to work only certain hours due to other commitments shall not cause a reduction in hours for other employees when such commitments no longer interfere

with their availability; they will have the right to additional hours, in accordance with seniority, when such additional hours are available.

Section 18(d). Learn and Earn Program - Employees who wish to attend an institution of higher learning or a trade school and are unable to work any and all assigned schedules shall put such commitment into writing for both the Employer and the Union, and such information shall, upon request, be made available to the Union. Employees who are available to work only certain hours due to other commitments shall not cause a reduction in hours for other employees when such commitments no longer interfere with their availability; they will have the right to additional hours, in accordance with seniority, when such additional hours are available.

The Employer shall approve or disapprove such schedule restrictions based on the needs of the operation, provided that the requests will not be unreasonably withheld. The parties agree that the granting or denial of educational schedule restrictions will be on a case-by-case basis and shall not set a precedent in the determination of requests by other employees.

Section 19(a). The Employer shall furnish time clocks in all stores covered by this Agreement. Each employee will punch his or her own time card and shall follow all rules established by the Employer with respect to time cards and time clocks. Employees shall be disciplined by the Employer for failure to follow such rules.

Section 19(b). Where computerized time recording is introduced, it shall be permitted as an exception to the time card provisions, provided that the store manager (or acting manager) shall upon request promptly provide the store's Union Representative or Steward with a hard copy of information that is comparable to that which could have been obtained from the time cards.

Section 19(c). The Employer agrees that there shall be no "free" or "time-off-the-clock" work under this Agreement.

Section 20. When an employee loses time from his or her schedule in any week due to an emergency caused by a civil or natural disturbance, any arrangement which may be worked out between the Union and Employer to make up all or part of such lost time shall be valid under this Agreement. When work is offered to an employee under such arrangement, he or she may accept such work or reject it and lose the time.

Section 21. Any employee who must appear in court for the Employer for any reason shall be paid for such time. If the court appearance is on the regular day off of an employee who regularly works five (5) days per week, the employee shall be paid at the rate of time and one-half (1 1/2).

ARTICLE IV

Working Conditions

Section 1. Head Cashiers and all other Cashiers shall do all book work on Company premises.

Section 2. No employee shall be required to work in two (2) stores in the same day, except in case of permanent transfer, emergency, or mutual consent between the Employer and employee.

Section 3(a). All employees normally scheduled for thirty-two (32) hours or more per week shall be given one (1) week's notice or one (1) week's pay in lieu of notice in the event of a layoff.

Section 3(b). The Employer shall give employees of a store to be closed a two (2) week notice of a store closing, and the Union shall receive such notification in advance of the employees, except in the event of an emergency closing or where the Employer lacked knowledge in sufficient time to give such notice.

Section 4. The Employer shall continue its past practice on providing employees with work apparel and will provide rain gear for employees who perform carry-out service.

Section 5. The Employer may require employees to initial Employer policy and rules to verify that those policies and rules have been read and that the employees are familiar with their contents. Employer policies and rules which employees are required to initial shall be posted in each store and furnished to the Union upon request.

Section 6(a). The Union shall furnish the Employer orientation kits to be distributed to newly hired and rehired employees. All completed forms filled out by new or rehired employees will be forwarded by the Employer to the Union Office immediately upon hire. Such forms are self-addressed, and postage paid by the Union.

Section 6(b). The Employer shall submit to the Union a list of employee terminations, leaves of absence, and permanent transfers with each monthly dues report.

Section 6(c). In January and July of every year, each Employer shall supply the Union with store seniority lists of all employees by classification. In addition, upon request by the Union (not more than semi-annually), a company-wide seniority list is to be provided which shall include name, date of hire, store, and classification.

Section 7. Union Representatives shall be allowed to enter stores to conduct Union business when the store is open for business or when outside salesmen are in the store.

Section 8(a). The Employer recognizes the right of the Union to select a Steward at each store to represent the employees on grievances concerning the interpretation or application of this Agreement. Union Stewards shall be allowed a reasonable amount of time to perform this function during their regular working hours.

Section 8(b). The Union Steward shall be considered to have the longest seniority for purposes of layoff or in the reduction of scheduled hours.

Section 8(c). Providing there is no disruption of the Employer's operation of the business, Union Stewards

shall be scheduled for the night off to attend Stewards meetings and the regular area meeting.

Section 8(d). Union Stewards who work the day shift shall have the right to be scheduled the first available shift within their classification within their store.

Section 8(e). No Union Steward shall be transferred unless such transfer is agreed to by the Steward or the Union.

Section 8(f). In stores with more than seventy-five (75) employees in the bargaining unit, the Union may appoint one (1) Assistant Steward to act as Steward when the Union Steward is not working. Such assistant shall not be subject to paragraphs (b), (d) and (e) of this Section.

Section 8(g). The Employer will pay annually up to one (1) day's pay for one (1) Union Steward per store to attend the Local Union's Annual Union Steward Seminar(s).

Section 9. All stores shall provide bulletin board space for Official Union notices signed and approved by an Officer or Union Representative of the Union.

Section 10. The Union and the Employer agree that in the hiring or employment of employees there shall be no discrimination against an employee or against any applicant for employment because of race, sex, creed, national origin, age, or disability. It is also agreed that there shall be no discrimination against any employee who exercises his or her right to aid and assist the Union or make claims under this Agreement.

Section 11(a). No employee shall be disciplined or discharged without just cause.

Section 11(b). An employee shall have the right to have his or her Union Steward or Union Representative present during any disciplinary meeting, provided they are available.

Section 12. An employee may agree but shall not be required to take a lie detector test or to be the subject of the psychological stress evaluator or similar device whatsoever.

Section 13(a). Outside salesmen and deliverymen are not to stock shelves or handle stock after it is delivered into the store. This does not include bakery products (including cakes, crackers, and cookies), candy products, housewares, soft drinks, magazines, spices, hosiery, greeting cards, drug products, bulk non-traditional brand gourmet specialty whole coffee beans that are exclusively displayed in bins for customer purchase by the weight, natural and organic foods, specialty foods, specialty ice cream and frozen pizzas. It is understood that this paragraph shall not apply in new or remodeled stores during the first two (2) weeks prior to opening or the first two (2) weeks after the opening. It is further understood that the rotation of merchandise, taking inventory, or ordering shall not be considered stocking, and that the Employer may use outside contractors to clean the store sales floor, restrooms, and break areas.

Section 13(b). In the event of a proven violation of the above Section, the Employer will pay to the senior

employee not working forty (40) hours that week, in the store concerned, the amount of time spent in such proven violation at the employee's regular straight-time rate of pay. If this would result in the employee receiving more than forty (40) hours' pay, then the hours in excess of forty (40) will be paid to the next senior employee not working forty (40) hours that week in the same store.

Section 13(c). Merchandise re-sets may be performed by outside salesmen, but merchandise not previously stocked may not be added by outside salesmen. During major re-sets by outside salesmen, the Union steward shall be present, and if the steward is not available, the senior Checker-Clerk on duty shall be present.

Section 13(d). If it comes to the attention of an Employer that vendors are stocking on a regular basis a type of merchandise at a competing store not covered by this Agreement, the Employer may notify the Union and shall provide such relevant information and documents to the Union to assist the Union in its review. The parties will then meet to review the vendor stocking issue. Any vendor stocking not previously allowed by this Agreement may occur only with the consent of the Union, which consent will not be unreasonably withheld. If the Employer believes that the Union has unreasonably withheld its consent, then it shall so notify the Union in writing. The Union may grieve the Employer's decision and, at the Union's option, the matter shall be arbitrated either in the normal manner or by expedited arbitration. If the Union prevails in the arbitration, the Employer shall pay to the most senior employee not working forty (40) hours during the applicable week in the store an amount equal to the employee's regular straight time rate of pay for the number of hours worked by the outside vendor. If this would result in the employee receiving more than forty (40) hours' pay, then the hours in excess of forty (40) will be paid to the next senior employee not working forty (40) hours that week in the same store, and this process shall continue until all outside vendor hours which are subject to the arbitrator's award are accounted for on a week-by-week basis.

Section 14. Technological Change(s) - In the event the Employer introduces major technological changes which would have a direct material impact affecting bargaining unit work, three (3) weeks advance notice of such change will be given to the Union. If requested to do so, the Employer will meet with the Union to discuss the implementation of such change(s) before putting such change(s) into effect. In any discussion that is forthcoming as a result of technological change(s), both parties are agreed that they will make every effort to arrive at a mutually agreeable decision with regard to those full-time employees of the bargaining unit and on the payroll as of the day of October 25, 1999, who may become displaced as a direct result of the technological change(s).

Section 15(a). In the event that an employee who has worked as a full-time or regular employee for a period of two (2) years or more should suffer an industrial accident

and is attended by a physician and cannot return to work within one (1) week, they shall receive their first (1st) week's pay only, less any Industrial Commission payment allowed during the first (1st) week.

Section 15(b). If an employee is injured on the job and requires medical attention and is ordered not to return to work by the attending physician, the employee shall be paid for his or her scheduled hours that day.

Section 16. When the Employer needs additional employees, they shall give the Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Union.

Section 17. The Union agrees to furnish to the Employer at least one (1) Union Store Card for each of the Employer's stores covered by the Agreement, to be displayed on the premises in a conspicuous place. Such cards shall remain the property of and shall be surrendered to the Union upon demand.

Section 18. Any employee in a business which is in direct competition with the Employer is subject to immediate discharge.

Section 19. The Employer shall for the term of this Agreement deduct an annual voluntary contribution to the Union's Active Ballot Club from the first (1st) pay in the month of September for those employees who have voluntarily and individually authorized such deductions by executing and submitting a written authorization (i.e., check-off form) therefore, and all funds so deducted shall be remitted to the Union's Active Ballot Club before the end of September, provided that, where practicable, the Employer will work with the Union to deduct voluntary contributions to the Union's Active Ballot Club from each pay (with proper employee authorization), and all funds so deducted shall be remitted to the Union's Active Ballot Club at the end of each month.

Section 20. Night stockers are defined as those employees engaged in stocking the store after the store closes for business and/or before 6:00 A.M. or who perform night stocking functions even though the store may not close for business.

Section 21. The Employer can assign the stocking of packaged frozen food products that are ready for immediate sale to either bargaining unit (grocery or meat).

ARTICLE V

Seniority

Section 1. Any person newly employed shall be so employed on a sixty (60) day trial basis during which time he or she may be discharged without recourse.

Section 2. Employee seniority will date from the last time the employee started work in the bargaining unit.

Section 3. In layoffs, rehiring, and permanent transfers of employees, the principle of seniority shall apply. Seniority

shall be determined by length of service with regard to experience and ability to perform the available work. All the circumstances being reasonably equal, length of service shall be the controlling factor. In promotions and transfers from one (1) type of work to another, or from one (1) store to another, the Employer shall have the right to exercise his or her final judgment after giving due regard to seniority.

Section 4. In the event of layoffs, an employee shall have one (1) option to accept a recall to any store having an opening or await a recall to the store where the layoff occurred. In the event the employee decides to wait for a recall to the store where the layoff occurred, the employee shall have no further options, and if no recall is received within one (1) year of layoff, his or her seniority shall be broken as provided in Section 8.

Section 5(a). An employee who normally works thirty-four (34) hours or more per week who suffers a substantial reduction in his or her normal weekly schedule for an extended period of time shall have the right to transfer to another store to displace the least senior employee who is working thirty-four (34) hours or more per week.

Section 5(b). For purposes of this Section, the following definitions shall apply:

1. An employee's normal weekly schedule shall be the hours scheduled during the previous eight (8) weeks, but excluding additional hours that resulted from vacations, illnesses, holidays, new store openings, and similar circumstances that would temporarily inflate an employee's schedule.
2. Substantial reductions are reductions of ten (10) hours or more of a normal weekly schedule.
3. An extended period shall be any period of six (6) weeks or more.

Section 5(c). No right to transfer may arise under this Section until the affected employee submits to the Employer a written request for such transfer and in order to transfer, the employee must be qualified to perform the work within the job classification of the job requested.

Section 5(d). If a mistake is made in the implementation of this Section, the Employer shall not be liable for any back pay if the mistake is corrected within two (2) days after receiving notification from the Union of the mistake.

Section 6. Employees may be transferred for the business needs of the Employer, but the Employer shall make no transfers that are discriminatory, punitive, or arbitrary. When an employee is transferred to a different store, the Employer shall be required to make an effort to assign the employee to a store that is close to his or her home.

Section 7. In cases of temporary transfers for the benefit of the Employer which involve additional transportation costs, the employee shall be reimbursed for the additional expense at the rate of forty cents (\$.40) per mile.

Section 8(a). When it becomes necessary to close one or more stores, the following bumping procedure will be used for full-time employees:

- i. The most senior full-time employee in each classification in the closed store will bump the least senior full-time employee in that classification in the bargaining unit (chain-wide);
- ii. The next most senior full-time employee in the closed store will then bump the least senior full-time employee in the same classification chain-wide, and the process will be repeated until all of the full-time employees in the closed store have bumped out, or until the remaining full-time employee or employees within a classification in the closed store is or are the least senior employee or employees chain-wide;
- iii. The least senior employees who are bumped, and the least senior employees (if any) who remain in the closed store, will be laid off and paid severance pay in the amounts provided in Article IX, Section 17(a).

Section 8(b). For the purposes of this provision, full-time employees shall be those employees who are entitled to forty (40) hours of vacation pay per week in the calendar year in which the closure is announced. In addition, the roster of full-time employees in a closed store and the least senior full-time employees to be bumped shall be determined as of the date the closure is announced to the Union under the terms of the Agreement.

Section 9. An employee's seniority shall be broken if the employee is discharged for just cause by the Employer, if he or she voluntarily quits, if he or she is laid off continuously for a period of more than one (1) year, or if he or she is called back to work after a layoff and does not report for work within one (1) week, or on leave of absence for more than two (2) years.

Section 10. Any employee assigned to a job within the Company not under any Union jurisdiction shall maintain his or her seniority within the bargaining unit for a maximum probationary period up to one (1) year from the date of assignment. During the probationary period, the employee shall maintain membership in the Union. The Company will continue contributions into United Food & Commercial Workers Union-Employer Health and Welfare Fund and to the UFCW Union-Employer Pension Fund during this period. Within this period, the Company or the employee may request return to the employee's former classification. The Company will notify the Union when the probationary period ends, but may terminate it at any time during the year. The one (1) year period can be extended by mutual agreement between the Employer and the Union.

Section 11. In the event that two (2) or more employees are hired the same day, seniority shall be determined by using the last four (4) digits of the individual's social secu-

rity number with the lowest number being considered the most senior.

Section 12. When a store closure causes a Department Head to be displaced, one of the following procedures shall be followed:

1. The displaced Department Head will "bump" the least senior Department Head within the same department head classification within the appropriate geographic area, as determined by the Company and the Union; or
2. The displaced Department Head will "bump" the least senior Department Head within the same department head classification on a company-wide basis; or
3. The displaced Department Head shall wait for a new opening in an appropriate store, as determined by the Company and the Union, and shall retain full department head classification seniority to his or her department head job.

Section 13. In the event of a store closure, regular part-time employees working in that store may exercise their seniority to replace the least senior part-time employee in their classification in another store within the appropriate geographic area, as determined by mutual agreement between the Company and the Union.

Section 14(a). An employee may be transferred between the Cleveland Food Industry Committee and Akron-Canton Food Industry Committee Grocery collective bargaining units of the same Employer with the mutual agreement of the Employer, the Union and the employee. Such an employee shall acquire a seniority date beginning with his or her first (1st) day of work in the unit to which transferred. To the extent that the transferred employee's new seniority date permits him or her to be regularly employed for a period of three (3) calendar months, his or her seniority shall be changed to include seniority in the unit transferred from. Such an employee shall maintain seniority in the bargaining unit transferred from until the transfer becomes permanent at the end of three (3) calendar months.

Section 14(b). The Employer and Union shall meet and decide which health and welfare and pension fund the transferred employee shall be covered by, consistent with the best interests of the employee, and the practical concerns of the Union, Employer and the Funds.

Section 15. In the event of a long-term layoff of employees in a particular classification, the Employer will work with the Union in an effort to reach an agreement to provide laid-off employees the opportunity to fill vacant positions for which they are qualified.

ARTICLE VI Vacations

Section 1. Employees shall be entitled to vacations with pay based on the following schedule of continuous service:

**FULL YEARS OF
CONTINUOUS SERVICE**

1
3
7
12
17
23

**WEEKS OF
VACATION**

1
2
3
4
5
6

Effective January 1, 2007, implement the following vacation schedule for all employees, provided that no employees will be reduced in the number of weeks of vacation to which they were entitled in calendar year 2006:

**FULL YEARS OF
CONTINUOUS SERVICE**

1
3
10
15
20

**WEEKS OF
VACATION**

1
2
3
4
5

Employees who were entitled to a certain number of vacation weeks for calendar year 2006 will continue to receive that number of weeks unless and until they become entitled to an additional week under the above schedule. Employees receiving six (6) weeks of vacation in 2006 will continue to receive six (6) weeks of vacation.

Section 2. The Employer may require employees, on the basis of inverse seniority, with five (5) or more weeks of vacation to take at least one (1) of those weeks prior to April 30 of each year.

Section 3(a). An employee becomes eligible for vacation pay on his or her anniversary date, but after an employee completes one (1) full year of service, the employee may thereafter take his or her vacation with pay after January 1 of each year, so long as he or she actually performs some work after January 2 before taking vacation. Provided, that if an employee is terminated prior to taking his or her vacation, the employee shall receive his or her vacation pay only if he or she has passed his or her anniversary date. Provided further, that if an employee is terminated due to the closing of a store, the employee shall also receive vacation pay prorated from his or her anniversary date to the date of termination.

Section 3(b). In the event an employee dies, any or all vacation which he/she has earned shall be compensated to his/her estate.

Section 3(c). Any employee shall forfeit his or her right to any unused vacation pay if discharged for just cause.

Section 4. If a holiday falls within the scheduled vacation period of an employee, he or she shall receive an additional day off with pay.

Section 5. The Employer shall pay vacation pay in advance of the vacation.

Section 6(a). Employees who average thirty-seven (37) or more hours per week during a vacation year shall be paid

forty (40) hours for each week of vacation. Leaving work due to slow business conditions before the end of a shift by mutual agreement between the Manager and employee shall not reduce vacation entitlement.

Section 6(b). Vacation pay for employees who average less than thirty-seven (37) hours per week during a vacation year shall be calculated by multiplying the hourly rate of an employee at the time they take their vacation by the average hours per week they were paid in the vacation year. The vacation year is defined as being the twelve (12) month period between the anniversaries of the employee's hiring date (for first year employees), or the calendar year, whichever is applicable. The average hours per week paid during a vacation year shall be determined by dividing the number of hours paid during the vacation year by fifty-two (52).

Section 6(c). When a full-time employee's vacation pay is reduced due to long-term illness in the preceding calendar year, the amount of vacation time to be taken off from work during the following calendar year will be reduced to the nearest number of whole vacation weeks which his or her pay represents. By mutual agreement between the employee and the Employer, or where needed due to medical conditions, the vacation time will not be reduced. This subsection applies only to the time taken off from work, and shall have no effect upon the amount of vacation pay to be received. Partial weeks of vacation pay remaining will also be paid in advance of the vacation.

Section 6(d). In the calculation of vacation pay, the first three (3) months of work missed due to an injury which occurs while an employee is at work shall be credited as time worked at the number of hours per week the employee averaged in the three (3) months preceding the date of the injury.

Section 7. The Employer shall reasonably determine the vacation periods available and the number of employees who can be on vacation at any one time. The Employer shall establish a reasonable procedure for employees to select vacation periods by seniority and the vacation schedule must be posted by March 1 of each year. Once a vacation schedule is posted, it will not be changed without the mutual consent of the Employer and the employee. Vacations must be scheduled in the calendar year, except that, where necessary, vacations which fall due in the twelfth (12th) or thirteenth (13th) periods may be carried over to the first period of the next year; no employee may be required to take pay in lieu of vacation, but may do so by mutual agreement between the Employer and the employee. If an employee qualifies for a one (1) week's vacation as of January 1 and is due to complete the service necessary for an additional week of vacation later in the year, he or she may take the first week early or wait and take both weeks together.

Section (8). Employees entitled to three (3) or more weeks of vacation per year may elect, by mutual agreement, to take one or more days at a time for one of the weeks. Notice must be given by Tuesday noon of the week pre-

ceding the day or days requested. Split vacations cannot be taken within ten (10) consecutive calendar days preceding a legal holiday, or five (5) consecutive calendar days following a legal holiday. It is understood that the Employer may refuse such requests for any operational reasons and may impose a limit of one (1) employee per week per classification for each store by date of request and seniority (when the requests are submitted at the same time). Any leftover days of split vacations not taken by November 1st will be scheduled at the discretion of the Employer prior to March 1st of the following year.

Section 9. Employees on National Guard or Military Reserve Duty shall not be required to take vacation at that time.

Section 10. In the event an employee has his or her vacation pre-approved at least two (2) weeks in advance of his or her vacation and the employee's vacation check is not made available in advance of the vacation, a cash advancement, which approximates the net amount owed, shall be given to the employee at the store, provided the employee signs a payroll deduction authorization acknowledging receipt of the payment. The Employer shall recoup the advancement from the employee's vacation check or subsequent payroll checks, as needed.

ARTICLE VII

Leaves of Absence

Section 1(a). In the event of the death of a regular full-time employee's spouse, child, parent, sister, brother, mother-in-law, father-in-law, grandparent, grandchild, or any other relative residing with the employee, the employee shall be allowed a maximum of three (3) days' leave with pay, ending with the date of the funeral, and the employee shall receive funeral pay for any of such days which the employee was regularly scheduled to work. However, if the funeral is two hundred (200) miles or more from the employee's home, an additional day of leave with pay shall be allowed. Furthermore, if a recognized holiday falls during the period of an employee's funeral leave, an additional day of leave with pay shall be allowed. In addition, in the event of the death of a regular full-time employee's brother-in-law or sister-in-law, the employee shall be allowed off on the day of the funeral, and he or she shall receive full pay for such day if he or she was regularly scheduled to work on such day. Provided, that no employee shall be paid more than a full week's pay because of a funeral leave, and an employee must attend the funeral or devote time to same to be eligible for funeral leave (or pay).

Section 1(b). In the event of the death of a part-time employee's spouse, child, parent, sister, brother, mother-in-law, father-in-law, grandparent, grandchild, or any other relative residing with the employee, the employee shall be granted a leave of absence on the day of the death and the day of the funeral and shall be paid for all hours scheduled to work on those days if the employee attends the funeral.

Section 2. A full-time employee serving on jury duty shall be compensated by the Employer for the difference between regular pay and jury duty pay for absences from scheduled working hours necessarily caused by the jury duty. Furthermore, jury duty pay shall be subject to the following conditions:

1. A full-time employee shall receive jury duty pay when he or she is on jury duty on his or her regularly scheduled day(s) off, but such jury duty service shall not be considered as hours worked.
2. A full-time employee must report for work on any scheduled working day that he or she is released from jury duty the day before or the morning of the scheduled working day.
3. A full-time employee must present the Employer with an official voucher showing the amount of jury pay received.
4. A full-time employee shall receive no jury duty pay when he or she is on Federal Grand Jury Service in excess of sixty (60) days.
5. If a full-time employee is on jury duty, the Employer shall have the option of either scheduling the employee for work on Saturday or altering the employee's schedule so that he or she will not be scheduled to work on Saturday. If the Employer elects to schedule the employee for work on Saturday, the employee then has the option of not working the Saturday so long as he or she notifies the Employer of his or her preference by the preceding Thursday.
6. If a full-time employee is on jury duty, and the Employer elects to schedule the employee for work on Saturday, the employee shall be paid at the rate of time and one-half (1 1/2 times regular rate of pay) for all hours worked.

Section 3. A regular part-time employee serving on jury duty shall be compensated by the Employer for the difference between regular pay and jury duty pay for absences from scheduled working hours necessarily caused by the jury duty. Furthermore, jury duty pay for part-time employees shall be subject to the following conditions:

1. A part-time employee must report for work on any scheduled working day that he or she is released from jury duty the day before or the morning of the scheduled working day.
2. A part-time employee must present the Employer with an official voucher showing the amount of jury duty pay received.
3. A part-time employee shall be entitled to jury duty pay only for the first four (4) weeks during which he or she serves on jury duty.

Section 4. In addition to leaves required by applicable laws, an employee may, upon written application to the Employer, be granted a leave of absence not to exceed

ninety (90) days, without pay, provided such leave will not be granted or used for the purpose of working another job. Granting of such leaves are to be in writing. Personal leaves shall be granted for compelling reasons. By mutual agreement between the Employer and Union, a personal leave may be extended.

Section 5. All employees shall, upon written request supported by satisfactory medical confirmation, be granted an extended medical leave of absence without pay for illness or injury for six (6) months, and such medical leave shall be extended, upon written request supported by satisfactory medical confirmation, for three (3) successive six (6) month periods, but in no case shall a medical leave extend beyond two (2) years. Any employee who has been on sick leave may be required, at the discretion of the Employer, to submit to and pass a physical examination before being permitted to return to work. The employee shall be responsible for maintaining the employee's current address with the Employer. If the employee fails to respond to the Employer's written request within fourteen (14) days of receipt of that request, or the request is returned to the Employer because the employee failed to maintain a current address, then the employee shall be deemed to have voluntarily resigned.

Section 6. Employees appointed or elected to a Union office or as a delegate representing the Union shall, upon written application, be given a leave of absence without pay or benefits for the term of their appointment or office not to exceed three (3) years.

Section 7. The Employer agrees to comply with all Federal and State laws regulating the re-employment of veterans.

Section 8. Employees who are members of R.O.T.C. and Military Reserve Units and who are required to participate in official military activities requiring absence from work will be granted the necessary time without pay.

Section 9. In the event that a leave of absence is not being used for the purpose for which it was granted, such employee is subject to disciplinary action up to and including discharge.

ARTICLE VIII

Holidays

Section 1. In weeks in which the following holidays occur - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, the basic holiday week shall be thirty-two (32) hours. Time worked in excess of thirty-two (32) hours shall be paid at the rate of time and one-half (1 1/2 times regular rate of pay), except as provided in this Section. The Employer shall post a sign-up sheet on the Monday of the week preceding the holiday week for volunteers to work up to forty (40) hours, and those employees will then be selected by seniority for additional hours at straight-time rates up to forty (40) hours during the holiday week. If the Employer does not receive sufficient volunteers to adequately staff

the store, the Employer may require additional employees to work, to be selected by inverse seniority among qualified and available employees in each department, and those employees will be paid at straight-time rates up to forty (40) hours during the holiday week (plus holiday pay).

Section 2(a). Each full-time employee shall receive eight (8) hours' straight-time pay for each of the above holidays. If a full-time employee works forty (40) hours during the holiday week, then the employee may elect (but shall not be required) to take a day off without pay on a date mutually agreed by the employee and the Employer within one hundred twenty (120) days of the actual holiday. If the employee so elects, the Employer shall pay pension contributions for the hours the employee elects to take off for the holiday.

NOTE: The practice at Fisher's Foods of Canton shall not be changed.

Section 2(b). Each eligible part-time employee shall receive holiday pay prorated on the basis of average hours worked per week by that employee during the four (4) weeks preceding the week in which the holiday falls. The proration shall be as follows:

WEEKLY WORK	STRAIGHT-TIME
12 - 15 hours	3 hours' pay
16 - 19 hours	4 hours' pay
20 - 23 hours	5 hours' pay
24 - 28 hours	6 hours' pay
29 - 31 hours	7 hours' pay
32 hours and over	8 hours' pay

Section 2(c). If a holiday falls on a Sunday, the following shall apply:

1. The holiday week is the calendar week in which the holiday falls.
2. When New Year's Day and Independence Day fall on a Sunday, the following day will be the designated holiday.
3. When Christmas falls on a Sunday, the holiday will be recognized on that day.

Section 3. Provided that there is evidence to establish that major competition is to be closed on Christmas Eve after 6:00 P.M., Christmas Day and Thanksgiving Day, stores covered by this Agreement in the same competitive area shall also be closed.

Section 4. After the completion of one (1) year of service, each employee will be entitled to a seventh (7th) paid personal holiday which shall be scheduled by mutual agreement of the Employer and the employee between January 1 and October 31 of each calendar year. An employee hired on or after October 31 and on or before December 31 shall be eligible for the seventh (7th) paid personal holiday beginning January 1 following the employee's one (1) year anniversary.

Section 5. After the completion of two (2) years of service, each employee will be entitled to an eighth (8th) personal

holiday to be scheduled by mutual agreement of the Employer and the employee between January 1 and October 31 of each calendar year.

Section 6. A ninth (9th) paid personal holiday, shall be scheduled at the discretion of the Employer during the period of January 1 through April 30. To be eligible for the ninth (9th) holiday, an employee must have completed one (1) year of service prior to the calendar year which the holiday is to be taken and must have worked beyond February 1 in that year. Employees who are absent from work and receiving sickness and accident benefits or Workers' Compensation shall be eligible if they return to work any time during the four (4) month period. Employees on other leaves of absence must return by March 1 to be eligible. If an eligible employee terminates his or her employment (for any reason) between February 1 and April 30 before receiving the ninth (9th) paid holiday, the employee shall be paid for such holiday.

For any employee hired after May 12, 2006, that employee must have completed three (3) years of service, rather than the one (1) year of service referenced above, to be eligible for the ninth (9th) paid personal holiday.

Section 7. The seventh (7th), eighth (8th), and ninth (9th) personal holidays provided above may be taken as sick days if not already taken as holidays in any calendar year. However, the seventh (7th) and eighth (8th) personal holidays may not be taken or used as personal holidays or sick days between November 1 and December 31 of any calendar year. The ninth (9th) personal holiday may only be taken as a sick day from January 1 through April 30 of any calendar year.

Section 8(a). Employees normally working five (5) days per week shall be given a day off for holidays and paid in accordance with the schedule in Section 2.

Section 8(b). Employees normally working less than five (5) days shall not be given a day off but shall be paid for holidays in accordance with the schedule in Section 2.

Section 9. An employee (full-time or part-time) is eligible for holiday pay if the following conditions are satisfied:

1. Must be employed more than thirty (30) days, and
2. Must work all scheduled hours in a holiday week, as well on the scheduled day preceding the holiday, the holiday if scheduled, and the scheduled day following the holiday, unless absent a part thereof because of illness or injury which must be verified by submitting a physician's certificate immediately upon returning to work, and
3. Under no circumstances shall an employee be entitled to receive holiday pay if the employee performs *no work during the holiday workweek, regardless of the cause of the absence, except as provided in Article VI, Vacations.*
4. Personal holidays may not be taken as sick days during a holiday week except by mutual agreement

or where the employee is absent because of illness or injury which must be verified at the Employer's request by a physician's certificate.

ARTICLE IX

Wages and Related Items

Section 1(a). Checker Clerks - An employee shall be classified as a Checker-Clerk whose duties are performed at the check-out counter, cash register, store wareroom, unloading trucks, and stocking the sales area. When not so engaged, such employee will perform any other duties, as assigned by the store management, within the employee's capabilities.

Section 1(b). The minimum hourly rate of pay for all Checker-Clerks hired before September 11, 1984, shall be based upon their experience of actual hours worked and shall be as follows:

Checker Clerks	Effective
	9-12-05
Hired Before 9-11-84	\$15.525

Specifically, all Checker-Clerks hired before September 11, 1984, who are actively employed at the top rate or more as of September 10, 2006, shall receive a minimum increase of thirty cents (\$.30) per hour effective September 10, 2006, and thereafter shall receive a minimum increase of twenty (\$.20) per hour effective September 9, 2007.

Section 1(c). The minimum hourly rate of pay for all Checker-Clerks hired on or after September 11, 1984 and on or before May 12, 2006, shall be based on their experience of actual hours worked and shall be as follows:

Checker Clerks	Effective	Effective
	9-12-05	1-1-07
Hired After 9-11-84 and On or Before May 12, 2006		
0-30 calendar days	\$ 6.60	\$ 6.85
31 days - 3 months	\$ 7.00	\$ 7.00
3-9 months (520 hrs)	\$ 7.20	\$ 7.20
9-18 months (1560 hrs)	\$ 7.45	\$ 7.45
18-24 months (3120 hrs)	\$ 8.05	\$ 8.05
24-30 months (4160 hrs)	\$ 8.85	\$ 8.85
30-36 months (5200 hrs)	\$10.15	\$10.15
Over 36 months (6240 hrs)	\$13.05	\$13.05

Specifically, all Checker-Clerks hired after September 11, 1984, and on or before May 12, 2006 who are actively employed at the top rate or more as of September 10, 2006, shall receive a minimum increase of thirty cents (\$.30) per hour effective September 10, 2006, and thereafter shall receive minimum increases of twenty cents (\$.20) per hour effective September 9, 2007. Provided, further, that all Checker-Clerks who are actively employed as of May 12, 2006 and who, as of September 10, 2006, are below the top rate, shall receive a minimum increase of twenty-five cents (\$.25) per hour, effective September 10, 2006, and then shall remain at the increased rate until properly qualifying, under the continuous-service progres-

sion requirements listed above, for the next bracket (or service) rate higher than the increased rate.

Section 1(d). The minimum hourly rate of pay for all Checker-Clerks hired after May 12, 2006, shall be based on their experience of actual hours worked and shall be as follows:

Checker Clerks	Effective	Effective
Hired After May 12, 2006	5-13-06	1-1-07
0 - 30 calendar days	\$ 6.00	\$ 6.85
31 days - 3 months	\$ 6.25	\$ 6.85
3 - 6 months (520 hours)	\$ 6.50	\$ 6.85
6 - 9 months (1040 hours)	\$ 7.00	\$ 7.00
9 - 12 months (1560 hours)	\$ 7.50	\$ 7.50
12 - 15 months (2080 hours)	\$ 8.00	\$ 8.00
15 - 18 months (2600 hours)	\$ 8.50	\$ 8.50
18 - 21 months (3120 hours)	\$ 9.00	\$ 9.00
21 - 24 months (3640 hours)	\$ 9.50	\$ 9.50
24 - 30 months (4160 hours)	\$10.00	\$10.00
30 - 36 months (5200 hours)	\$10.70	\$10.70
Over 36 months (6240 hours)	\$11.45	\$11.45

Part-time Grocery Clerks who are transferred to this classification will carry over their accumulated hours, up to 4160 hours, in applying this wage progression.

Section 2(a). Certified Head Cashier - A Certified Head Cashier shall be designated in all supermarkets using five (5) or more check-out registers on the busiest day of the week.

Section 2(b). A Certified Head Cashier is one who can supervise and/or perform all the functions of the check-out operation to the satisfaction of the Employer. This includes the proper checking out of merchandise, handling of money, balancing of all registers, and seeing to it that all persons involved in the check-out operation perform their duties in the proper manner, and that all customers are given proper service. The Certified Head Cashier must also be qualified to keep operating records and reports and handle such other bookkeeping or personnel functions as the Employer may direct.

Section 2(c). The minimum regular hourly rate for Certified Head Cashiers shall be as follows:

Certified Head Cashiers	Effective
	9-12-05
Hired Before 3-13-83	\$16.745
Hired After 3-13-83	\$16.125

Specifically, all Certified Head Cashiers shall receive minimum increases of thirty cents (\$.30) per hour effective September 10, 2006, and twenty cents (\$.20) per hour effective September 9, 2007.

Section 3. Assistant Head Cashier - Any employee classified as a Checker-Clerk who regularly performs the duties of a Certified Head Cashier sixteen (16) hours per week or more shall be classified as an Assistant Head Cashier and shall receive an additional twenty-five cents (\$.25) per hour over his or her regular hourly checker rate.

This means that the employee need not necessarily be working in the office for sixteen (16) hours per week, but he or she must in fact have the responsibilities and perform the duties of a Certified Head Cashier for sixteen (16) hours per week or more in order to receive the twenty-five cents (\$.25) hourly premium.

Section 4(a). Head Dairy Clerk - All stores which have average weekly sales of forty thousand dollars (\$40,000.00) or more shall have the dairy department operated by a Head Dairy Clerk.

Section 4(b). A Head Dairy Clerk is one who supervises and/or performs all of the functions of the dairy department and if assigned by the Employer, the frozen foods department. These functions include all planning, ordering, checking, preparing for display, displaying and selling all merchandise in the department(s), seeing that any merchandise carried over at closing time is properly taken care of, seeing that the department(s) are kept in a clean, attractive condition, safe from accident hazards, and seeing that all customers are given proper service.

Section 4(c). The minimum regular hourly rate for Head Dairy Clerks shall be as follows:

Head Dairy Clerks	Effective 9-12-05
Hired Before 3-13-83	\$16.745
Hired After 3-13-83	\$16.125

Specifically, all Head Dairy Clerks shall receive minimum increases of thirty cents (\$.30) per hour effective September 10, 2006, and twenty cents (\$.20) per hour effective September 9, 2007.

Section 5(a). Produce Manager - All produce departments doing nine hundred dollars (\$900.00) or more volume per week must be operated by a Produce Manager.

Section 5(b). A Produce Manager in a supermarket is one who can supervise and/or perform all the functions of that department. This includes all planning, ordering, checking, trimming, preparing for displays, displaying and selling all merchandise in that department, seeing that any merchandise carried over at closing time is properly taken care of, that the department is kept in a clean, attractive condition, safe from accident hazards, and that all customers are given proper service.

Section 5(c). The minimum regular hourly rate for a Produce Manager shall be as follows:

Produce Managers	Effective 9-12-05
Hired Before 3-13-83	\$18.305
Hired After 3-13-83	\$17.155

Specifically, all Produce Managers shall receive minimum increases of thirty cents (\$.30) per hour effective September 10, 2006, and twenty cents (\$.20) per hour effective September 9, 2007.

Section 6(a). Assistant Manager - An Assistant Manager in a supermarket shall be designated and appointed only

by an officer of the Company. Such Assistant Manager is one who can perform all the functions of the Store Manager when necessary or instructed to do so by the Employer. To do this, he or she must understand and be able to do or supervise all ordering, receiving, checking, pricing, stocking, displaying of merchandise, and the check-out operation and bookkeeping system.

Section 6(b). The minimum regular hourly rate for Assistant Managers shall be as follows:

Assistant Managers	Effective 9-12-05
Hired Before 3-13-83	\$18.305
Hired After 3-13-83	\$17.155

Specifically, all Assistant Managers shall receive minimum increases of thirty cents (\$.30) per hour effective September 10, 2006, and twenty cents (\$.20) per hour effective September 9, 2007.

Section 6(c). When an Assistant Manager substitutes for a Store Manager who is on vacation or who is off due to illness for one (1) week or more, the Assistant Manager shall receive as a minimum weekly wage either his or her regular forty (40) hour straight-time rate plus an additional one hundred dollars (\$100.00) or the Store Manager's weekly salary, whichever is lower.

Section 6(d). This classification includes those employees in the Acme Super Center stores designated as and known as "non-food coordinators".

Section 7. Second Assistant Manager - A Second Assistant Manager may be appointed by the Employer where needed in some stores and where so designated, Second Assistant Managers will receive the minimum hourly rate as follows:

Second Assistants	Effective 9-12-05
Hired Before 3-13-83	\$17.63
Hired After 3-13-83	\$16.48

Specifically, all Second Assistants shall receive minimum increases of thirty cents (\$.30) per hour effective September 10, 2006, and twenty cents (\$.20) per hour effective September 9, 2007.

Section 8(a). Part-time Student Employees are those employees working less than the basic workweek, excepting weeks working during school vacations, and who are hired when they are students in high school. There shall be no automatic right of advancement to another classification after graduation, but a graduated student may continue working in the student classification until a bona fide job opening is available which the graduated student is capable of filling in the Part-time Grocery Clerk classification (or, for Student Employees hired before October 11, 1996, in the Checker-Clerk classification). At that time, the graduated student will be given the opportunity to move into the new position as a new employee and progress through the appropriate classification wage schedule, subject to the

provisions of Section 11 of this Article (but under no circumstances will the graduated student ever receive a reduction in wage rate). The seniority date for a reclassified former Student Employee shall be his or her original date of hire. Health and welfare contributions for former Student Employees who have been reclassified shall begin in the third (3rd) month following reclassification.

Section 8(b). The minimum hourly rates of pay for part-time Student Employees shall be based on their months of service and shall be as follows:

High School Students	Effective 5-12-06	Effective 1-1-07
0 - 30 calendar days	\$5.90	\$6.85
31 days - 3 months	\$6.00	\$6.85
3 - 6 months	\$6.25	\$6.85
6 - 9 months	\$6.40	\$6.85
9 - 12 months	\$6.50	\$6.85
12 - 18 months	\$6.60	\$6.85
18 - 24 months	\$6.75	\$6.85
Over 24 months	\$7.00	\$7.00

Provided that all high school Student Employees who are actively employed as of September 10, 2006, at the top rate or more, shall receive a minimum increase of thirty cents (\$.30) per hour effective September 10, 2006, and thereafter shall receive a minimum increase of twenty cents (\$.20) per hour effective September 9, 2007. Provided, further that all high school Student Employees who are actively employed as of May 12, 2006, and who, as of September 10, 2006, are below the top rate, shall receive a minimum increase of twenty-five cents (\$.25) per hour, effective as of September 10, 2006, and then shall remain at the increased rate until properly qualifying, under the continuous service progression requirements listed above, for the next service rate higher than the increased rate. All high school Student Employees hired after May 12, 2006 (including those who complete their probationary period after that date) shall, for the term of this Agreement, advance through the contract progression wage schedules (brackets) until they reach the top rate.

Section 8(c). Limitation of Student Employees - The number of students as a percentage of grocery department employees will be limited to no more than twenty-five percent (25%). The percentage limitations will not apply during June, July and August of each year.

Section 9(a). Utility Clerks - Employees classified as Utility Clerks shall only bag sold merchandise at the check-outs, carry out sold merchandise, shop for pre-ordered merchandise, stock grocery bags and supplies at the check-outs, do general custodial work, outside maintenance, clean up broken merchandise, check prices on merchandise, return perishable and non-perishable merchandise from the check-out area to the proper location, collection of bascarts, and handle return bottles. The first (1st) violation of this provision shall result in a written notification to the Store Manager. The second (2nd) violation

within a twelve (12) month period shall result in all Utility Clerks within the store where the violation occurred being paid the top rate for the Checker-Clerk classification for all hours worked in the week previous to the violation. Any further violations within a twelve (12) month period may result in the store losing this classification, and all employees so classified as Utility Clerks to be, at the option of the Union, reclassified as either a full-time or part-time Checker-Clerk.

Employees employed as of November 27, 1977, shall not be reclassified as Utility Clerks and shall not be reduced as a result of this provision. There shall be no layoff of employees employed as of November 27, 1977, in the store until all Utility Clerks have been laid off first.

Section 9(b). 1. Utility Clerks shall hold separate seniority for all purposes and shall not work more than twenty-five (25) hours per week provided, however, that Utility clerks who are age sixty-five (65) or older may work more than twenty-five (25) hours per week if the Employer and the employee so agree.

2. All Utility Clerks may work more than twenty-five (25) hours per week up to a maximum of forty (40) hours per week during the months of June, July and August, and during recognized holiday weeks (New Year's Day, Spring Break, Thanksgiving, and Christmas).

3. At the Employer's discretion, Utility Clerks may be placed in the Checker-Clerk classification. The first thirty (30) days in such classification shall be considered a period of training, and during this training period, the employee shall receive the Checker-Clerk starting rate of pay. The Employer is not obligated to retain an employee who does not perform the work in a satisfactory manner and may return the employee to his/her former classification and wage rate. However, if such employee does perform work in a satisfactory manner during such period of training, said employee shall receive credit for fifty percent (50%) of all hours worked with the same Employer as a Utility Clerks towards his/her progression as a Checker-Clerk as outlined elsewhere in this Agreement, said credit not to exceed a maximum of 2080 hours. Nothing in this Paragraph or elsewhere in this Agreement shall be interpreted so as to entitle any employee to automatically progress from the Utility Clerks classification to the Checker-Clerk classification.

Section 9(c). The minimum hourly rates of pay for Utility Clerks shall be based on their months of service and shall be as follows:

Utility Clerks	Effective 5-12-06	Effective 1-1-07
0 - 30 days	\$5.90	\$6.85
31 days - 3 months	\$6.10	\$6.85
3 - 6 months	\$6.25	\$6.85
6 - 12 months	\$6.40	\$6.85
Over 12 months	\$6.65	\$6.85

Provided that all Utility Clerks who are actively employed as of September 10, 2006 at the top rate or more as of September 10, 2006, shall receive a minimum increase of thirty cents (\$.30) per hour effective September 10, 2006, and thereafter shall receive a minimum increase of twenty cents (\$.20) per hour effective September 9, 2007. Provided further, that all Utility Clerks who are actively employed as of May 12, 2006 and who, as of September 10, 2006, are below the top rate, shall receive a minimum increase of twenty-five cents (\$.25) per hour, effective as of September 10, 2006, and then shall remain at the increased rate until properly qualifying, under the continuous service progression requirements listed above, for the next service rate higher than the increased rate. All Utility Clerks hired after the date of May 12, 2006 (including those who complete their probationary period after that date) shall, for the term of this Agreement, advance through the contract progression wage schedules (brackets) until they reach the top rate.

Section 10(a). Part-time Grocery Clerks - After October 11, 1996 employees may be hired as Part-time Grocery Clerks to perform the work of Checker-Clerks. Part-time Grocery Clerks shall be scheduled to work up to forty (40) hours in holiday weeks and weeks in which the first of the month falls, and up to thirty-seven (37) hours in all other weeks. Employees in the classification will be identified as Part-time Grocery Clerks on weekly store schedules. The hours of Part-time Grocery Clerks shall be allocated by seniority so that no more senior Part-time Grocery Clerk is scheduled less hours than a less senior Part-time Grocery Clerk in the same store. Article III, Section 18(a) shall not apply to Part-time Grocery Clerks except that their hours may be claimed by Checker-Clerks hired prior to October 11, 1996. No Checker-Clerk hired prior to October 11, 1996, shall be reduced in hours or full-time status due to the hiring of Part-time Grocery Clerks. Part-time Grocery Clerks, and the hiring of Part-time Grocery Clerks will have absolutely no adverse impact on employees hired prior to October 11, 1996.

Section 10(b). Part-time Grocery Clerks Hired On or Before May 12, 2006. The minimum hourly rates of pay for Part-time Grocery Clerks hired on or before May 12, 2006 shall be based on their months of service and shall be as follows:

Part-time Grocery Clerks Hired on or before May 12, 2006	Effective 9-12-05	Effective 1-1-07
0 - 30 days	\$6.30	\$6.85
31 days - 6 months	\$6.50	\$6.85
6 - 12 months	\$6.75	\$6.85
12 - 18 months	\$7.40	\$7.40
18 - 24 months	\$7.90	\$7.90
Over 24 months	\$8.85	\$8.85

Specifically, all Part-time Grocery Clerks who are actively employed at the top rate or more as of September 10, 2006, shall receive a minimum increase of thirty cents

(\$.30) per hour effective September 10, 2006, and thereafter shall receive a minimum increase of twenty cents (\$.20) per hour effective September 9, 2007. Provided, further that all Part-time Grocery Clerks who are actively employed as of May 12, 2006 and who, as of September 10, 2006, are below the top rate, shall receive a minimum increase of twenty-five cents (\$.25) per hour, effective September 10, 2006, and then shall remain at the increased rate until properly qualifying, under the continuous-service progression requirements listed above, for the next bracket (or service) rate higher than the increased rate. Thereafter, for the term of this Agreement, such Part-time Grocery Clerks (including those who complete their probationary period after that date) shall progress through the contract progression wage schedules (brackets) until they reach top rate.

Section 10(c). Part-time Grocery Clerks Hired After May 12, 2006. The minimum hourly rates of pay for Part-time Grocery Clerks hired after May 12, 2006 shall be based on their months of service and shall be as follows:

	Effective 5-13-06	Effective 1-1-07
0 - 30 calendar days	\$6.00	\$6.85
31 days - 3 months	\$6.25	\$6.85
3 - 6 months	\$6.50	\$6.85
6 - 9 months	\$6.75	\$6.85
9 - 12 months	\$7.00	\$7.00
12 - 15 months	\$7.25	\$7.25
15 - 18 months	\$7.50	\$7.50
18 - 21 months	\$7.75	\$7.75
21 - 24 months	\$8.00	\$8.00
24 - 30 months	\$8.25	\$8.25
30 - 36 months	\$8.50	\$8.50
Over 36 months	\$8.85	\$8.85

Section 10(d). The Employer shall promote a Part-time Grocery Clerk to regular Checker-Clerk status whenever the number of full-time employees (40 hours in a regular week; 32 hours in a holiday week) in a store falls below twenty-five percent (25%) of the total number of employees in the store, excluding the Store Manager, any Co-Managers, and Utility Clerks. Part-time Grocery Clerks promoted to regular Checker-Clerk status will receive full credit for all accumulated hours under the Checker-Clerk wage progression for employees hired on or before May 12, 2006, and shall receive full credit, up to 4160 hours, for all accumulated hours under the Checker-Clerk wage progression for employees hired after May 12, 2006. The applicable wage progression based upon date of hire shall apply.

Section 10(e). The following wage and benefit terms will apply to those employees who were hired as Students or Utility Clerks and who are later reclassified as Part-time Grocery Clerks:

1. Upon reclassification to the Part-time Grocery Clerk classification, one-half (1/2) of the time worked as a High School Student or Utility Employee will be counted toward the employee's position in the Part-time Grocery Clerk wage progression;

2. A reclassified employee is entitled to the Part-time Grocery Clerk Health and Welfare Plan (One Hundred Twenty-Four Dollars (\$124.00) per month) one (1) year after the date of hire, or three (3) months from reclassification, whichever is later;
3. For a Utility Employee who is reclassified as Part-time Grocery Clerk and who has obtained health and welfare coverage as a Utility Employee as of the date of reclassification, such Utility Employee's coverage and contributions shall continue until the employee becomes entitled to the Part-time Grocery Clerk Health and Welfare Plan under subsection (2) above;
4. Whenever a reclassified employee who is hired on or before May 12, 2006 completes two (2) years of service from original date of hire (or upon reclassification if after two [2] years of service), that employee may elect between the new Part-time Grocery Clerk Health and Welfare Plan (One Hundred Twenty-Four Dollars (\$124.00) per month) or the new part-time plan (Two Hundred Twenty Dollars (\$220.00) per month)); and
5. For a reclassified employee for whom no pension contributions are payable as of the date of reclassification, pension contributions as a Part-time Grocery Clerk shall not begin until one (1) year from the date of hire. For a reclassified employee for whom pension contributions are payable on or prior to the date of reclassification, pension contributions shall continue to be made at the rate then in effect for the classification from which the employee was reclassified for the duration of the employee's service as a Part-time Grocery Clerk.

Section 11(a). Porter - An employee classified as Porter shall perform only custodial-type duties (i.e., building service and maintenance) and is strictly prohibited from performing those duties usually performed by Clerks, except in response to a bona fide emergency.

Section 11(b).	Effective	Effective
Porter	9-12-05	1-1-07
0-30 days	\$ 6.35	\$ 6.85
31 days - 12 months	\$ 6.75	\$ 6.85
12-24 months	\$ 8.10	\$ 8.10
Over 24 months	\$10.10	\$10.10

Provided that all Porters who are actively employed at the top rate or more as of September 10, 2006, shall receive a minimum increase of thirty cents (\$.30) per hour effective September 10, 2006 and thereafter shall receive a minimum increase of twenty cents (\$.20) per hour effective September 9, 2007. Provided, further, that all Porters who are actively employed as of May 12, 2006 and who, as of September 10, 2006, are not at the top rate, shall receive a minimum increase of twenty-five cents (\$.25) per hour, effective September 10, 2006 and then shall remain at the

increased rate until properly qualifying under the continuous service progression service requirements listed above for the next service rate higher than the increased rate. All such Porters and Porters hired after May 12, 2006 (including those who complete their probationary period after that date), shall for the term of this Agreement, advance through the contract progression wage schedules (brackets) until they reach the top rate.

Section 12. No employee now receiving a higher rate of pay than set forth in this Agreement for such classification shall suffer a reduction in wages or salary during the life of this Agreement, provided, however, that if an employee is changed from one classification to another paying a lower rate, such employee shall be paid the rate for the classification to which he or she is transferred.

Section 13. The Employer agrees that all new employees who have had previous comparable work experience in the retail food industry will be given credit for one-half (1/2) of such experience up to the maximum of one (1) year, irrespective of whom they have worked for, and their rates of pay shall be based in accordance with such credited experience according to the schedule set forth in this contract. Such experience shall be recognized by this Employer from and after written certification to this Employer by the union representative of United Food & Commercial Workers Union Local 880 or by previous retail food employers, providing, however, that there shall be no retroactivity in connection with this certification. However, an employee must have been engaged in the retail food business during some part of the five (5) years immediately prior to his or her employment by this Employer to be entitled to the benefits of this paragraph, and no credit will be given for any employment not shown on the application form. When the Employer hires a former employee, the Union will not be required to notify the Employer of any prior experience with that Employer.

Section 14. When the employment of an employee is terminated, the Employer shall upon request, give the employee a statement which shall set forth the date of the employee's hire, the date of the employee's termination, and the total hours worked in specific job classifications during the time intervening, if available. If total hours worked by the employee exceed 6240 hours, such fact may be stated in lieu of an actual accounting of the total hours worked.

Section 15. An employee working between 10:00 P.M. and 6:00 A.M. who is not otherwise receiving premium pay for that work shall receive a premium of thirty-five cents (\$.35) per hour for the hours worked between 10:00 P.M. and 6:00 A.M.

Section 16. When an employee is designated to lead a night stock crew, he or she will be paid a premium of sixty cents (\$.60) per hour for hours worked between 10:00 P.M. and 6:00 A.M. instead of the thirty-five cents (\$.35) premium described above.

Section 17(a). Severance Pay - In the event a Company permanently closes a store and full-time employees who are entitled to forty (40) hours of vacation per week in a calendar year with at least five (5) years of continuous service are terminated as a result of the closing, those employees will be entitled to severance pay of one (1) week's regular pay for every two (2) years of service, up to a maximum of five (5) weeks' pay; and full-time employees with at least two (2) years, but less than five (5) years, of continuous service who are terminated as a result of the closing, and will be entitled to severance pay of one (1) week's pay.

Section 17(b). Severance pay shall be paid in a lump sum upon termination. An employee who is terminated and is eligible for severance pay, and accepts severance pay, forfeits his or her seniority and has no recall rights. However, an employee may elect a voluntary layoff not to exceed six (6) months. If an employee accepts layoff, he or she may at any time after a ninety (90) day period elect to take his or her severance pay and lose his or her seniority.

Section 17(c). An employee shall be disqualified for severance pay in the event he or she:

1. Refuses a transfer within the jurisdiction of the Local Union;
2. Voluntarily terminates employment prior to store closing;
3. Refuses comparable employment with a successor employer within thirty (30) days of the store closing.

Section 18(a). Where Department Heads are designated by the Employer, and when such Department Heads are absent for one (1) week or more, such jobs will be filled by replacements who will be paid at the prevailing Department Head rate.

Section 18(b). Additional Department Head classifications may be formally established by mutual agreement between each individual Employer and the Union. Such agreements, if reached, would include such matters as the wage premium for the Department Head classification over regular wage rates, and separate classification seniority. It is understood that neither any individual Employer nor the Union can be required to agree to the formal establishment of additional Department Head classifications.

Section 19. Any employee in any classification who was actively employed under the terms of this collective bargaining Agreement as of March 13, 1983, and who is later re-hired or re-employed under the terms of this Agreement by the same or a different employer, shall be considered, when placed into a classification which has different wage schedules for employees hired before or after March 13, 1983, to have been hired before March 13, 1983, for the sole purpose of determining which wage schedule for that classification is applicable to that employee.

Section 20. The Employer and the Union agree to discuss the establishment of programs to utilize Internal Revenue Service Code Section 125 to allow use of pre-tax earnings

for child or dependent day care, and programs to secure discounts with local day care facilities.

Section 21. Manager Trainees are defined as employees identified and selected by management to be trained for store management responsibilities, and shall be permitted the necessary flexibility to adequately prepare for store management. Hours worked by management trainees shall not affect hours worked by permanent bargaining unit employees, and the management training period for any Manager Trainees shall not extend beyond two (2) years.

Section 22. With the exception of the Meat Department Head, First Cutter and Journeymen classifications, qualified employees in one classification in either the Meat Agreement or Grocery Agreement can be assigned to perform the work of employees in another classification on a temporary basis for the legitimate needs of the business and such reassignment is necessary for the operation of the store. Such reassignment shall not require an employee to work beyond the employee's scheduled shift.

Section 23. The Employer, in order to educate its non-store employees on store operations, can have its office personnel work in stores to be trained in store operations, upon advance notice to the Union, and for not more than two (2) weeks per participant, unless mutually extended with the consent of the Union.

Examples of when this may occur include, but are not limited to the following:

- Provide hands-on opportunities for office employees to experience retail operations during holidays.
- Employees transferring into a new job may work at the store as part of their training and orientation to improve knowledge and understanding regarding their impact on store operations and the personnel.
- Employees involved in projects, work flow design or technology solutions that impact store operations and store personnel may work at the stores to gain insight in the spirit of optimizing results.

Only one person per store may be present under this section, unless modified with the consent of the Union.

The intent of this language is not to decrease store employee hours.

The intent of this language is to allow personnel from the Employer offices to have a brief hands-on retail experience designed to develop awareness and appreciation for the complexities associated with operating this retail business.

ARTICLE X

Health and Welfare

Section 1(a). As specified below, employer contributions to the Fund shall be at a level high enough to maintain the level of benefits provided by the Fund as of September 1, 2005, and changes to the benefits adopted by the Trustees of the Fund after that date. These contributions shall be as follows:

Section 1(b). Full-time Contribution for Employees Hired Before March 13, 1983: The Employer will pay Six Hundred Eighty-Six Dollars (\$686.00) per month for each employee hired before March 13, 1983, working one hundred forty-eight (148) hours or more in months in which four (4) weekly pay periods end and one hundred eighty-five (185) hours or more in months in which five (5) weekly pay periods end to the United Food & Commercial Workers Union-Employer Health and Welfare Fund.

Section 1(c). Full-time Contribution for Employees Hired On or After March 13, 1983: The Employer will pay Four Hundred Seventy-Two Dollars (\$472.00) per month for each employee hired on or after March 13, 1983 and before September 26, 2002, working one hundred forty-eight (148) hours or more in months in which four (4) weekly pay periods end and one hundred eighty-five (185) hours or more in months in which five (5) weekly pay periods end to the United Food & Commercial Workers Union-Employer Health and Welfare Fund.

Section 1(d). Involuntary Reduction in Full-time Hours. When an employee is once covered by the full-time contribution provisions above and is subsequently reduced in hours worked to below one hundred forty-eight (148) hours in months in which four (4) weekly pay periods end or one hundred eighty-five (185) hours in months in which five (5) weekly pay periods end, the Employer will contribute the full-time contribution for one (1) month after the reduction in hours worked.

Section 1(e). Grace Period. Employees who are working less than forty (40) hours per week as of May 12, 2006, on behalf of whom full-time health care contributions are being made as of May 12, 2006 as a result of the 25, 28, 32, and 35 hours per week full-time contribution thresholds, will be allowed to use their seniority to maximize their hours over the three (3) month period following May 12, 2006 without regard to the prior restriction provisions of the Agreements (which would otherwise require them to wait for new hours to become available). During such three-month period, the Employer will continue to apply the previous hours-per-week thresholds applicable to such employees.

Section 1(f). Maintaining Full-time Health Care Status. If an employee has a continuous absence of not more than five (5) days that is not covered by illness and accident continuation provisions of the Agreements that spans two (2) health and welfare measurement periods ("months") that has caused the employee to be reduced from full-time to part-time contribution status, the employee may elect to apply any unused vacation or personal holidays to all of those days of absence so as to maintain full-time contribution status. The employee will then be paid for the vacation and/or personal holidays so used.

Section 1(g). Moratorium on New Full-Time Contributions. For the duration of the Agreement, no full-time contributions shall be made on behalf of any employee who

does not have full-time health and welfare contribution status as of May 12, 2006 of the Agreement. Provided, however, that this provision shall only apply to the extent that there is more than forty percent (40%) in the bargaining unit of employees for whom full-time health and welfare contributions are being made.

Section 2(a). Part-time Contribution for Employees Hired Before March 13, 1983: The Employer will pay to United Food & Commercial Workers Union-Employer Health and Welfare Fund Three Hundred Three Dollars (\$303.00) per month for each employee working less than one hundred forty-eight (148) hours in months in which four (4) weekly pay periods end or one hundred eighty-five (185) hours in months in which five (5) weekly pay periods end, except for high school Students as defined in this Agreement. Contributions for all part-time employees will be made provided such employees have averaged fourteen (14) hours or more per week for the reporting period. If such employees average less than fourteen (14) hours per week for a reporting period, no contribution will be made, except for those employees who are absent due to illness, in which cases contributions will be continued as outlined in Section 7 below.

Section 2(b). Part-time Contribution for Employees Hired on or After March 13, 1983, and Before October 11, 1996: The Employer will pay to United Food & Commercial Workers Union-Employer Health and Welfare Fund Two Hundred Thirty-Eight Dollars (\$238.00) per month for each employee working less than one hundred forty-eight (148) hours in months in which four (4) weekly pay periods end or one hundred eighty-five (185) hours in months in which five (5) weekly pay periods end, except for high school Students as defined in this Agreement. Contributions for all part-time employees will be made provided such employees have averaged fourteen (14) hours or more per week for the reporting period. If such employees average less than fourteen (14) hours per week for a reporting period, no contribution will be made, except for those employees who are absent due to illness, in which cases contributions will be continued as outlined in Section 7 below.

Section 3. Part-time Contribution for Employees Hired On or After October 11, 1996, Other Than Part-time Grocery Clerks, but On or Before the Date of May 12, 2006: The Employer will pay to United Food & Commercial Workers Union-Employer Health and Welfare Fund Two Hundred Twenty Dollars (\$220.00) per month for each employee other than a Part-time Grocery Clerk, hired on or after October 11, 1996, but on or before May 12, 2006, and working less than one hundred forty-eight (148) hours in months in which four (4) weekly pay periods end or one hundred eighty-five (185) hours in months in which five (5) weekly pay periods end. This section does not apply to high school Students as defined in this Agreement. Contributions for all part-time employees will be made provided such employees have averaged fourteen (14) hours or more per

week for the reporting period. If such employees average less than fourteen (14) hours per week for a reporting period, no contribution will be made, except for those employees who are absent due to illness, in which cases contributions will be continued as outlined in Section 7 below.

Section 4. Part-time Grocery Clerk and Part-Time Employees Hired After May 12, 2006: The Employer will pay to the United Food & Commercial Workers Union-Employer Health and Welfare Fund One Hundred Twenty-Four Dollars (\$124.00) per month for each Part-time Grocery Clerk or part-time employee hired after May 12, 2006, provided such employees have averaged fourteen (14) hours or more per week for the reporting period. If such employees average less than fourteen (14) hours per week for a reporting period, no contribution will be made, except for those employees who are absent due to illness, in which cases contributions will be continued as outlined in Section 7 below.

Section 5. Part-time Grocery Clerk Option for Employees Hired On or Before May 12, 2006: When a Part-time Grocery Clerk, who was hired on or before May 12, 2006, completes twenty-four (24) months of service, he or she will have the option of selecting the benefits plans made available pursuant to Section 3 or Section 4 above, and the Employer will make contributions at the rate specified for the plan selected. This option shall be exercised in writing, and once exercised may not be changed. Part-time Grocery Clerks hired after May 12, 2006 do not have this option.

Section 6. Contributions for employees hired after May 12, 2006 averaging fourteen (14) or more hours per week for the reporting period will be made effective the first (1st) of the month following twelve (12) continuous months of employment. However, commencement of eligibility for Health and Welfare benefits shall be established by rules adopted by the Board of Trustees of the Health and Welfare Fund. Eligibility for Health and Welfare benefits commences on the first (1st) day of the month for which the fourth (4th) consecutive monthly employer contribution is required to be made to the Fund.

Section 7(a). The Employer will continue to make health and welfare contributions for a maximum period of six (6) months for those employees who are absent because of health reasons and are receiving benefits under this Article or Workers' Compensation. In order for a subsequent six (6) month period to begin under this Section for the same illness or injury, an employee must return to work for a period of eight (8) weeks or more.

Section 7(b). If a full-time employee who has been absent due to medical reasons returns to work under a schedule restricted for medical reasons, the employee's health and welfare contributions will remain at the full-time level for a single maximum period of six (6) months for each specific illness or injury while the employee is working under the medically restricted part-time schedule.

Section 8. Sections 1, 2, 3, and 6 of this Article X do not apply to those part-time employees attending an educational institution who temporarily work in excess of their normal hours per week during school vacation periods or summer vacation months, except as they are eligible in accordance with their normal classification and working hours.

Section 9. Sections 1, 2 and 3 above shall not apply to Utility Clerks. Effective September 1, 2005, the Employer will pay Forty-Three Dollars (\$43.00) per month to United Food & Commercial Workers Health and Welfare Fund for such Utility Clerk, excluding High School Students as defined in this Agreement.

Section 10. Any employee in any classification who was actively employed under the terms of this collective bargaining Agreement as of March 13, 1983, and who is later rehired or re-employed under the terms of this Agreement by the same or a different employer, shall be considered when re-employed to have been hired before March 13, 1983, for the sole purpose of determining which health and welfare contribution rate is applicable to that employee.

Section 11. Contribution levels effective September 1, 2006, and September 1, 2007, shall be set by the Trustees of the Fund at a level high enough to maintain the benefits as specified in this Section, provided, however, that any increase to maintain benefits shall not exceed twelve percent (12%) on September 1, 2006 and shall not exceed eight percent (8%) on September 1, 2007, provided, however, that to the extent the increase on September 1, 2006 is less than twelve percent (12%), the amount of percentage less than twelve percent (12%), on a percent for percent basis, up to four percent (4%) can be applied beginning September 1, 2007, up to a maximum of twelve percent (12%) total increase as of September 1, 2007.

Section 12. In the event that the Trustees of the Health and Welfare Fund agree to the alternative delivery of any health care benefit to be provided other than through the Fund, such benefit and its appropriate funding shall be incorporated into the Collective Bargaining Agreement.

Section 13. Cost Containment. The Cost Containment Committee will continue to review and explore cost containment measures for the purpose of recommending appropriate changes to the Trustees of the Health and Welfare Fund. The Trustees may implement such adjustments and changes to control costs as they deem appropriate during the term of this Agreement.

ARTICLE XI Pension Plan

Section 1(a). Subject to the terms of this Article XI, the Employers shall contribute to United Food & Commercial Workers Union-Employer Pension Fund for all hours worked up to forty (40) hours per week by employees in the bargaining unit, except overtime, but including holidays and vacations at the following rates:

**HOURS WORKED ON OR
AFTER SEPTEMBER 12, 2005:**

For all employees
(including Bakery Clerks): \$.62 per hour

For Part-time
Grocery Clerks: \$.20 per hour

**HOURS WORKED ON OR
AFTER JANUARY 1, 2006:**

For all employees
(including Bakery Clerks): \$.96 per hour

For Part-time
Grocery Clerks: \$.54 per hour

**HOURS WORKED ON OR
AFTER SEPTEMBER 9, 2007:**

For all employees
(including Bakery Clerks): \$1.01 per hour

For Part-time
Grocery Clerks: \$.59 per hour

The Trustees shall be instructed to take such action as is necessary to: (i) maintain the ERISA minimum funding standard account; and (ii) remove the cap regarding the recognition of years of credited service for all employees with an hour of service on or after February 1, 2006.

Section 1(b). Contributions for an employee shall not begin until after the employee completes six (6) months of service (i.e., contributions begin for hours worked by such an employee on and after the first [1st] Sunday of the month after the employee completes six [6] months of service). Provided, however, that pension contributions shall not begin for hours worked by a Part-time Grocery Clerk until such an employee completes twelve (12) months of service (i.e., contributions begin for hours worked by such an employee on and after the first [1st] Sunday of the month after the employee completes twelve [12] months of service).

Section 2. Each Employer shall report to the Pension Fund the hours worked by any employee for whom pension contributions are not required to be made.

ARTICLE XII

Collection Of Fringe Benefits

Section 1. The Employer signatory to this collective bargaining Agreement hereby adopts and agrees to be bound by all the terms and provisions of the Trust Agreements as well as any rules and regulations established thereunder by the Trustees for United Food & Commercial Workers Union-Employer Health and Welfare Fund and United Food & Commercial Workers Union-Employer Pension Fund and as the same are amended from time to time as if the Employer was a party thereto. The Employer further agrees to be bound by the rules and procedures for the collection of contributions as they are established or as they will be amended from time to time by the Trustees of such Funds,

including but not limited to provisions relating to Employer liability for reasonable interest charges as set by Trustees, attorney fees, and audit fees.

Section 2. *Contributions and the accompanying reporting forms shall be received by United Food & Commercial Workers Union-Employer Health and Welfare Fund and United Food & Commercial Workers Union-Employer Pension Fund no later than the fifteenth (15th) day of the month following the month in which the work was performed.*

The Employer shall be considered delinquent if it fails to submit contributions on behalf of all employees for whom contributions are required under the collective bargaining Agreement, or if it fails to compute properly the contributions according to the required contribution formula specified in the collective bargaining Agreement.

Section 3. The Union and/or the Trustees of each Trust Fund described in this Agreement shall not be required to *pursue the collection of delinquent contributions through the grievance and arbitration procedure provided elsewhere in this Agreement.*

Section 4. The Union has the right to assist the Trustees of United Food & Commercial Workers Union-Employer Health and Welfare Fund and/or United Food & Commercial Workers Union-Employer Pension Fund and the administrative staff of either Fund in the collection of delinquent contributions. If a delinquency to any Fund is not satisfied within one (1) week after the Employer receives formal, written notice from the Trustees of the Fund, the Union shall have the right to strike until full payment is made. This remedy shall be in addition to all other remedies available to the Union and the Trustees, and may be exercised by the Union, anything in this collective bargaining Agreement to the contrary notwithstanding. Such a strike to collect contributions to the Trust Funds shall not be considered a violation of this Agreement on the part of the Union, and it shall not be a subject of arbitration.

ARTICLE XIII

Credit Union

Section 1. The Employer will make weekly/bi-weekly payroll deductions from the employees who sign a proper authorization card for such amounts as the employee will designate and pay the same to the duly accredited officer of United Food & Commercial Workers Union Local 880 Credit Union, Inc. All deductions shall be promptly remitted to the United Food & Commercial Workers Union Local 880 Credit Union, Inc.

Section 2. Where authorized in writing by an employee, and where appropriate technical arrangements can be made, the Employer shall directly deposit an employee's entire pay or portion thereof into his or her account with the United Food & Commercial Workers Union Local 880 Credit Union, Inc. Where direct deposit is available and authorized, the Employer may elect to remit funds exclusively in that manner.

ARTICLE XIV

Grievance And Arbitration

Section 1. Should any dispute or grievance arise under this Agreement, it shall be settled in accordance with the procedure set forth in this Article, and, except as otherwise specifically provided in this Agreement, this procedure is the sole and exclusive method of disposing of such grievances.

Step 1.

In order to be considered as a grievance under this Article, a dispute or grievance shall be submitted to the Employer in writing within fourteen (14) days after the occurrence of the incident causing such dispute or grievance, or within fourteen (14) days from the date when the employee or Union became aware or reasonably should have become aware of the incident or events in question, but in no case more than one (1) year from the incident or event giving rise to the dispute.

Step 2.

There shall be an effort on the part of the parties to settle and resolve any dispute or grievance and the Employer shall answer all disputes or grievances in writing within fourteen (14) days after the receipt of same.

Step 3.

If the grievance is not satisfactorily settled in Step 2, the Union has two (2) weeks from receipt of the Step 2 answer to submit a written appeal to an appropriate management administrative official. A meeting shall be held between Employer and Union officials and a final written answer shall be issued by the Employer within one (1) week of the meeting. Provided, that the parties may agree to hold additional Step 3 meetings without loss of rights under this Article.

Step 4.

In the event that the parties are unable to settle or resolve a grievance, the Union may refer the grievance to arbitration by requesting the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a panel of arbitrators. Within fourteen (14) days of receipt of the first panel, the Employer and Union may mutually agree to request the Agency to submit additional panels of arbitrators. The arbitrator shall then be selected in accordance with the agency's then applicable rules, unless the Employer and the Union agree to select the arbitrator in some other manner.

Section 2. The Union may refer a dispute or grievance which has not been resolved to arbitration on the forty-fifth (45th) day after the dispute or grievance has been submitted in writing to the Employer in Step 1, or at any time thereafter. The Union must refer a dispute or grievance to arbitration no later than thirty (30) days after the last Step 3 meeting is held.

Section 3. The arbitrator's decision shall be issued within thirty (30) days after the dispute or grievance is submitted to the arbitrator and shall be final and binding upon the Employer, the Union, and the employee or employees

involved. The expenses of the arbitrator shall be borne equally by the Employer and the Union.

Section 4. The time limits specified in Section 1 above may be extended by mutual agreement but shall otherwise be enforced in that the dispute or grievance shall be decided against any employee or party failing to observe the time limits.

Section 5. In the event a grievance goes to arbitration, this Agreement, including any Supplements or Addenda, shall be the basis on which the arbitrator's decision is rendered, and in reaching his or her decision the arbitrator shall have no authority to amend, modify, or in any way change its terms.

Section 6. At any step in this grievance procedure, the Executive Board of the Local Union shall have final authority in respect to any aggrieved employees covered by this Agreement to decline to process further a grievance, complaint, disagreement or dispute if in the judgment of the Executive Board such grievance or dispute lacks merit or justification under the terms of this Agreement, or has been adjusted or rectified under the terms of this Agreement to the satisfaction of the Union Executive Board.

Section 7. In the investigation and processing of a dispute or grievance, the Union and the Employer shall upon request provide each other all relevant and pertinent records, papers, and data including the names of any and all witnesses whose testimony would have bearing on the grievance, except where a failure to follow established check-out procedure may be involved or where the security of the Union and/or the Employer would be at issue.

ARTICLE XV

Industry-Union Standing Committee

Section 1. An Industry-Union Standing Committee shall be created for the purpose of considering and dealing fairly and effectively with the subjects listed in Section 3 of this Article. The Standing Committee shall consist of three (3) Union members, selected solely by the Union and three (3) industry members, selected solely by the Akron-Canton Food Industry Committee. The Standing Committee shall function as a special intermediate method of dealing with disputes within the Standing Committee's jurisdiction which must first originate and be processed through the contractual grievance procedure but which, prior to arbitration, may be submitted to the Standing Committee by either the Company or the Union. In the event that the Standing Committee is unable to reach a decision on any dispute brought before it, the Union may then proceed to arbitration.

Section 2. The administrative rules and regulations and guidelines of the Standing Committee shall be formulated initially by the Union and the Akron-Canton Food Industry Committee and thereafter may be revised only by mutual agreement between the Union and the Akron-Canton Food Industry Committee or between the Union President and the Akron-Canton Food Industry Committee Chairman.

Once formed, the Standing Committee shall have adequate authority to deal flexibly and effectively with the problems that are within the jurisdiction of the Standing Committee, and any decision that is supported by at least two (2) Union members and two (2) Industry members shall be final and binding on the Union, the involved Company (whether or not affiliated with the Akron-Canton Food Industry Committee), and the involved employee(s).

Section 3. The Standing Committee shall have jurisdiction over the following general subjects:

1. Available hours
2. Working off-the-clock
3. Abuse of time clock procedures
4. Failure to give and/or take breaks
5. Abuse of Sunday and holiday work rights
6. Employee transfers
7. Abuse of outside salesmen and deliverymen rights
8. All ancillary agreements between the Employer and the Union which are not included in the text of the Labor Agreement
9. Any other subject mutually agreed to by the Union and the Akron-Canton Food Industry Committee.

Section 4. The Standing Committee shall be a separate and completely independent method of problem solving which has no relationship or relevance, direct or indirect, to the regular administration of grievances through the grievance procedure (including arbitration). Therefore, the rules and regulations and decisions of the Standing Committee shall not be considered as amendments or supplements to the Labor Agreement and shall not be considered as a precedent or in any way relevant to the consideration or arbitration of any dispute under the grievance procedure.

ARTICLE XVI

No Strike/No Lockout

Section 1. The Union agrees that during the term of this Agreement there shall be no strikes, picketing, or other interference with operations, and the Employer agrees that for the same period there shall be no lockouts.

Section 2. It shall not be a violation of this Agreement, and it shall not be cause for discharge, disciplinary action or permanent replacement in the event an employee refuses to enter upon any property involved in a primary labor dispute with the Union, or refuses to go through or work behind such primary picket line.

Section 3. The Union agrees not to picket any facility where the part of the facility engaged in a primary labor dispute with the Union is closed for business and in such a case Section 2 shall not apply.

ARTICLE XVII

Savings And Separability

The provisions of this Agreement are deemed to be separable to the extent that if and when a court of last resort adjudges any provisions of this Agreement in its applica-

tion between the Union and the Employer to be in conflict with any law, such decision shall not affect the validity of the remaining provisions of this Agreement, but such remaining provisions shall remain in full force and effect, provided further that in the event any provision or provisions are so declared to be in conflict with a law, both parties shall meet within thirty (30) days for the purpose of re-negotiating an agreement on provisions so invalidated.

ARTICLE XVIII

Zone Rates

The Employer and Union may, by mutual agreement, negotiate special terms, conditions of employment, and rates of pay for geographical zones where there is extensive non-union or unfair competition. The zone agreement shall modify this Agreement for employees hired to work in such zone stores, but shall not apply to any employee hired prior to October 25, 1999.

ARTICLE XIX

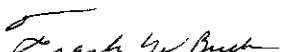
Termination


This Agreement shall be effective on September 12, 2005, and shall remain in effect until 12:01 A.M., September 14, 2008, and shall continue automatically year to year unless sixty (60) days' written notice prior to the expiration date or any anniversary date thereof be given by either party to this Agreement with intent to reopen.

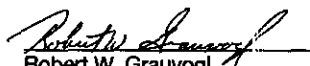
IN WITNESS WHEREOF, the parties have hereunto set their hands this 15th day of November, 2006.

AKRON-CANTON FOOD
INDUSTRY COMMITTEE

UNITED FOOD AND
COMMERCIAL WORKERS
UNION LOCAL No. 880


Frank W. Buck
Chairman


Thomas H. Robertson
President


Robert W. Grauvogl
Secretary-Treasurer

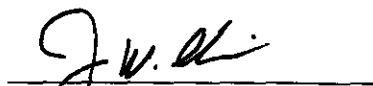
On behalf of the following companies:

F.W. Albrecht Grocery Company


Approved by Steven Albrecht
President


Approved by Nicholas Albrecht
Executive Vice President

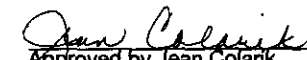
Fishers Foods Marketing, Inc.


Approved by John W. Halkias
Vice President Human Resources


**Riser Foods Company, d/b/a
Giant Eagle, Inc.**

DO NOT HAVE SIGNATURE

Approved by Gene Tommasi, SVP
Retail Operations


Approved by Jean Colarik
Director of Human Resources

Tops Markets, Inc.


Approved by Jack Barrett
Vice President, Labor Relations


Approved by Bryan N. Polak
Director, Labor Relations

SUPPLEMENTAL AGREEMENT

Bakery Employees

This Supplemental Agreement is by and between the AKRON-CANTON FOOD INDUSTRY COMMITTEE, on behalf of its members, separately and collectively, hereinafter referred to as the "Employer" and UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL NO. 880, chartered by United Food and Commercial Workers International Union, hereinafter referred to as the "Union".

WAGES

Section 1. Bakery Clerks - The minimum hourly rate for Bakery Clerks shall be:

Bakery Clerks	Effective 9-12-05	Effective 1-1-07
0-30 calendar days	\$ 6.15	\$ 6.85
31 days - 520 hours	\$ 6.25	\$ 6.85
521 - 1040 hours	\$ 6.55	\$ 6.85
1041-2080 hours	\$ 7.00	\$ 7.00
2081-3120 hours	\$ 7.50	\$ 7.50
Over 3120 hours	\$10.30	\$10.30

Specifically, all Bakery Clerks, who are actively employed at the top rate or more as of September 10, 2006, shall receive a minimum increase of thirty cents (\$.30) per hour, effective September 10, 2006, and thereafter shall receive a minimum increase of twenty cents (\$.20) per hour effective September 9, 2007. Provided, further, that all Bakery Clerks who are actively employed as of May 12, 2006 and who, as of September 10, 2006, are below the top rate, shall receive a minimum increase of twenty-five cents (\$.25) per hour, effective September 10, 2006, and then shall remain at the increased rate until properly qualifying, under the continuous-service progression requirements listed above, for the next bracket (or service) rate higher than the increased rate. Thereafter, for the term of this Agreement, such Bakery Clerks and all Bakery Clerks hired after May 12, 2006 (including those who complete their probationary period after that date) shall progress through the contract progression wage schedule (brackets) until they reach top rate.

Section 2(a). Head Bakery Clerk - The Head Bakery Clerk who shall be designated and appointed where there are three (3) or more other Bakery Clerks scheduled to work at any one time shall receive a premium of sixty cents (\$.60) per hour above his or her regular hourly rate.

Section 2(b). All Head Bakery Clerks employed as of September 11, 1984, shall retain their wage rate as of September 13, 1987.

Section 3(a). Bakers at Acme - The minimum hourly rates of pay for Bakers hired on or before May 12, 2006 shall be:

Bakers At Acme	Effective 9-12-05
Hired Before 3-13-83	\$16.10

Hired After 3-13-83 and On or Before May 12, 2006	Effective 9-12-05
0 - 30 calendar days	\$ 8.55
31 days - 6 months	\$ 9.00
6 - 12 months	\$ 9.75
12 - 18 months	\$10.55
18 - 24 months	\$11.50
over 24 months	\$14.75

Specifically, all Bakers at Acme who are actively employed at the top rate or more as of September 10, 2006, shall receive a minimum increase of thirty cents (\$.30) per hour, effective September 10, 2006, and thereafter shall receive a minimum increase of twenty cents (\$.20) per hour effective September 9, 2007. Provided, further, that all Bakers at Acme who are actively employed as of May 12, 2006 and who, as of September 10, 2006, are below the top rate, shall receive a minimum increase of twenty-five cents (\$.25), effective September 10, 2006, and then shall remain at the increased rate until properly qualifying, under the continuous-service progression requirements listed above, for the next bracket (or service) rate higher than the increased rate.

Section 3(b). The minimum hourly rates of pay for Bakers hired after May 12, 2006 shall be:

Hired After May 12, 2006	Effective After 5-12-06
0-30 days	55% of Baker top rate
31 days to 6 months	60% of Baker top rate
6 - 12 months	65% of Baker top rate
12 - 18 months	70% of Baker top rate
18 - 24 months	80% of Baker top rate
24 - 30 months	85% of Baker top rate
30 - 36 months	90% of Baker top rate
Over 36 months (top rate)	\$14.15

Section 3(c). All other terms and conditions of employment for Bakers shall be covered by the basic Agreement between the Employer and the Union.

Section 4. All Bakery Clerks employed as of November 27, 1977, and classified as Checker-Clerks and under the basic Agreement between the Employer and the Union shall maintain such classification and remain under such basic Agreement for all purposes.

PENSION

All of the Provisions of Article XI in the basic Labor Agreement shall apply.

HEALTH AND WELFARE

Section 1(a). Full-time Contribution for Employees Hired Before March 13, 1983: The Employer will pay Five Hundred Sixty-one Dollars (\$561.00) per month for each employee hired before March 13, 1983, working one hundred forty-eight (148) hours or more in months in which four (4) weekly pay periods end and one hundred eighty-

five (185) hours or more in months in which five (5) weekly pay periods end to the United Food & Commercial Workers Union-Employer Health and Welfare Fund.

Section 1(b). Full-time Contribution for Employees Hired On or After March 13, 1983: The Employer will pay Four Hundred Seventy-Two Dollars (\$472.00) per month for each employee hired on or after March 13, 1983, working one hundred forty-eight (148) hours or more in months in which four (4) weekly pay periods end and one hundred eighty-five (185) hours or more in months in which five (5) weekly pay periods end to the United Food & Commercial Workers Union-Employer Health and Welfare Fund.

Section 1(c). When an employee is once covered by the full-time contributions provisions above and is subsequently reduced in hours worked to below one hundred forty-eight (148) hours in months in which four (4) weekly pay periods end or one hundred eighty-five (185) hours in months in which five (5) weekly pay periods end the Employer will contribute the full-time contribution for one (1) month after the reduction in hours worked.

Section 1(d). Maintaining Full-time Health Care Status. If an employee has a continuous absence of not more than five (5) days that is not covered by illness and accident continuation provisions of the Agreements that spans two (2) health and welfare measurement periods ("months") that has caused the employee to be reduced from full-time to part-time contribution status, the employee may elect to apply any unused vacation or personal holidays to all of those days of absence so as to maintain full-time contribution status. The employee will then be paid for the vacation and/or personal holidays so used.

Section 2. Part-time Contribution: The Employer will pay to United Food & Commercial Workers Union-Employer Health and Welfare Fund:

- a. Two Hundred Seventy-One Dollars (\$271.00) per month for each employee hired before September 11, 1984;
- b. Two Hundred Thirty-Eight Dollars (\$238.00) per month for each employee hired after September 11, 1984, and before October 11, 1996;
- c. Two Hundred Twenty Dollars (\$220.00) per month for each employee hired on or after October 11, 1996, and on or before May 12, 2006, and working less than one hundred forty-eight (148) hours in months in which four (4) weekly pay periods end or one hundred eighty-five (185) hours in months in which five (5) weekly pay periods end. This section does not apply to high school Students as defined in this Agreement. Contributions for all part-time employees will be made provided such employees have averaged fourteen (14) hours or more per week for the reporting period. If such employees average less than fourteen

(14) hours per week for a reporting period, no contribution will be made, except for those employees who are absent due to illness, in which cases contributions will be continued as outlined in Section 4 below.

- d. **One Hundred Twenty-Four Dollars (\$124.00)** per month for each employee hired after May 12, 2006, and working less than one hundred forty-eight (148) hours in months in which four (4) weekly pay periods end or one hundred eighty-five (185) hours in months in which five (5) weekly pay periods end. This section does not apply to high school Students as defined in this Agreement. Contributions for all part-time employees will be made provided such employees have averaged fourteen (14) hours or more per week for the reporting period. If such employees average less than fourteen (14) hours per week for a reporting period, no contribution will be made, except for those employees who are absent due to illness, in which cases contributions will be continued as outlined in Section 4 below.

Section 3. Contributions for new employees averaging fourteen (14) or more hours per week for the reporting period will be made effective the first (1st) of the month following twelve (12) continuous months of employment. However, commencement of eligibility for Health and Welfare benefits shall be established by rules adopted by the Board of Trustees of the Health and Welfare Fund. Eligibility for Health and Welfare benefits commences on the first day of the month for which the fourth consecutive monthly employer contribution is required to be made to the Fund, and this waiting period shall not be increased during the term of this Agreement.

Section 4. The Employer will continue to make health and welfare contributions for a maximum period of six (6) months for those employees who are absent because of health reasons and are receiving benefits under this Article or Workers' Compensation.

Section 5. Sections 1, 2, and 3 of this Article do not apply to those part-time employees attending an educational institution who temporarily work in excess of their normal hours per week during school vacation periods or summer vacation months, except as they are eligible in accordance with their normal classification and working hours.

Section 6. Contribution levels for Bakery Clerks effective September 1, 2006 and September 1, 2007, shall be established in accord with Article X of the basic Grocery Agreement.


GENERAL

Other benefits and premiums will apply uniformly to bakery employees, but bakery employees shall have separate seniority for all purposes.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 15th day of November, 2006.

AKRON-CANTON FOOD
INDUSTRY COMMITTEE

UNITED FOOD AND
COMMERCIAL WORKERS
UNION LOCAL No. 880



Frank W. Buck
Chairman



Thomas H. Robertson
President



Robert W. Grauvogl
Secretary-Treasurer

SUPPLEMENTAL AGREEMENT

Fishers Foods of Canton, Ohio

This Supplemental Agreement is by and between THE FISHERS FOODS OF CANTON, OHIO, hereinafter referred to as the "Employer" and UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL NO. 880, chartered by United Food and Commercial Workers International Union, hereinafter referred to as the "Union", and is a Supplemental Agreement to the Agreement between the Union and the Akron-Canton Food Industry Committee, hereinafter referred to as the "Basic Agreement".

Section 1(a). Assistant Produce Manager - All produce departments doing one thousand eight hundred dollars (\$1,800.00) or more volume per week must have an Assistant Produce Manager.

Section 1(b). An Assistant Produce Manager in a supermarket is one who can assist the Produce Manager in all functions of the department including all planning, ordering, checking, trimming, preparing for display, displaying and selling all merchandise in the department, seeing that any merchandise carried over at closing time is properly taken care of, that the department is kept in a clean, attractive condition, safe from accident hazards, and that all customers are given proper service.

Section 1(c). Assistant Produce Managers (who, without regard to date of hire, are appointed to that position after May 12, 2006) will be paid a premium of \$.50 per hour over their applicable Checker-Clerk rate.

Section 2. Grocery Managers - A Grocery Manager shall be appointed by the Employer in all stores with a weekly volume in excess of forty thousand dollars (\$40,000.00) who shall receive the rates of pay and minimum increases of the Second Assistant Manager covered in Article IX, Section 7 of the basic agreement.

Section 3(a). Cashiers who have exclusive control of their cash during their daily hours of work and such monies are counted and verified both prior to and immediately following their daily hours of work shall be held responsible for cash shortages and shall receive a four cent (\$.04) per hour premium for such responsibility.

Section 3(b). Daily allowable shortages for such cashiers shall be seventy-five cents (\$.75) per day.

Section 3(c). Such cashiers with a shortage exceeding the allowed limit shall only repay the amount in excess of the limit.

Section 4. Classifications and wages not covered in the basic Agreement shall be as follows:

WAGE SCHEDULE

Warehouse and Drivers

Classifications and wages not covered in the Basic Agreement shall be as follows:

Warehouse Foreman	Effective 9-12-05	
	\$17.73	
Apprentice Bakers Hired on or before 5-12-06	Effective 9-12-05	Effective 1-1-07
0 - 30 calendar days	\$ 6.50	\$ 3.85
31 days - 6 months	\$ 6.80	\$ 3.85
6 - 12 months	\$ 7.50	\$ 7.50
12 - 18 months	\$ 8.10	\$ 8.10
18 - 24 months	\$10.20	\$10.20
Over 24 months (top rate)	\$14.325	\$14.325
Apprentice Bakers Hired after 5-12-06:		
0-30 days	55% of Baker top rate	
31 days to 6 months	60% of Baker top rate	
6 - 12 months	65% of Baker top rate	
12 - 18 months	70% of Baker top rate	
18 - 24 months	80% of Baker top rate	
24 - 30 months	85% of Baker top rate	
30 - 36 months	90% of Baker top rate	
Over 36 months (top rate)	\$14.15	
Bakers	Effective 9-12-05	
Hired Before 3-13-83	\$15.525	
Hired After 3-13-83 and on or before 5-12-06	\$14.325	
Hired After 5-12-06	\$14.15	
Assistant Head Baker	Effective 9-12-05	
Hired Before 3-13-83	\$15.675	
Hired After 3-13-83	\$14.525	
Baker Manager	Effective 9-12-05	
Hired Before 3-13-83	\$16.475	
Hired After 3-13-83	\$15.325	
Assistant Produce Manager	Effective 9-12-05	
Hired Before 3-13-83 and appointed on or before 5-12-06	\$15.775	
Hired After 3-13-83 and appointed on or before 5-12-06	\$15.625	

Specifically, all Warehouse Foreman and Baker Managers shall receive minimum increases of thirty cents (\$.30) per hour effective September 10, 2006, and twenty cents (\$.20) per hour effective September 9, 2007.

Specifically, all Bakers, Assistant Head Bakers, and Assistant Produce Managers who are actively employed at the top rate or more as of September 10, 2006, shall receive a minimum increase of thirty cents (\$.30) per hour, effective September 10, 2006, and thereafter shall receive minimum increases of twenty cents (\$.20) per hour effective September 9, 2007.

Provided, further, that all Apprentices who are actively employed as of May 12, 2006, and who, as of September 10, 2006, are below the top rate, shall receive a minimum increase of twenty-five cents (\$.25) per hour, effective September 10, 2006, and then shall remain at the increased rate until properly qualifying, under the continuous-service progression requirements listed above, for the next bracket (or service) rate higher than the increased rate. Thereafter, for the term of this Agreement, such Apprentices and all Apprentices hired after May 12, 2006 (including those who complete their probationary period after that date) shall progress through the contract progression wage schedules (brackets) until they reach top rate.

Section 5. The ten cents (\$.10) per hour premium paid to warehouse employees under the terms and conditions of Company policy shall continue during this Agreement.

Section 6. It is agreed that Bakery Clerks employed will be paid according to the following schedule:

Bakery Clerks	Effective 9-12-05	Effective 1-1-07
0-30 calendar days	\$ 6.15	\$ 6.85
31 days - 520 hours	\$ 6.25	\$ 6.85
521 - 1040 hours	\$ 6.55	\$ 6.85
1041-2080 hours	\$ 7.00	\$ 7.00
2081-3120 hours	\$ 7.50	\$ 7.50
Over 3120 hours	\$10.30	\$10.30

Specifically, all Bakery Clerks, who are actively employed at the top rate or more as of September 10, 2006, shall receive a minimum increase of thirty cents (\$.30) per hour, effective September 10, 2006, and thereafter shall receive a minimum increase of twenty cents (\$.20) per hour effective September 9, 2007. Provided, further, that all Bakery Clerks who are actively employed as of May 12, 2006 and who, as of September 10, 2006, are below the top rate shall receive a minimum increase of twenty-five cents (\$.25) per hour, effective September 10, 2006, and then shall remain at the increased rate until properly qualifying, under the continuous-service progression requirements listed above, for the next bracket (or service) rate higher than the increased rate. Thereafter, for the term of this Agreement, such Bakery Clerks and all Bakery Clerks hired after May 12, 2006 (including those who complete their probationary period after that date) shall progress through the contract progression wage schedule (brackets) until they reach top rate.

Section 7(a). "Food Court Clerk" is a new and experimental classification. This operation is a new concept, and totally new operation in or adjacent to a food store (exclusive of delis, bakeries, or other food service operations currently covered by any agreements between the Employer and the Union). Except where specifically noted, all other terms and conditions of the Basic Agreement apply.

Section 7(b). Seniority: It is understood that provisions of the Basic Agreement covering shall be modified to provide

that seniority under this letter of understanding is to cover Food Court Employees only (within their own group) and all Food Court employees shall have separate seniority for all purposes. Specifically, it is clearly understood and agreed that all Food Court Employees shall have seniority only with covered Food Court operations, and there shall be no overlapping seniority rights or claims of any kind between Food Court employees and other employees covered by the Basic Agreement.

Section 7(c). Wages and Related Items: Food Court Clerks shall be paid under the following wage schedule and shall advance based upon actual hours worked. A Food Court Employee is an employee that has the knowledge and ability to work in an operation newly designed by the Employer as a food court adjacent to a food store, specifically, "Max's Bagel Bakery and Soup Kitchen". Such employees will be involved in the final preparation of breads, bagels, or other baked goods (bake off, boil or finish), specialty sandwiches and salads, salad bar, specialty soups, specialty coffee, and other beverages, in addition to the sale of such items, and other items such as lottery tickets, newspapers, magazines, candy, and other baked goods at a register included within this department. If Food Court clerks are assigned an individual drawer at this register, they will be paid the premium and follow the policies relating to shortages for cashiers contained in the supplemental Agreement of the Basic Agreement. It is further understood that incidental purchases from the grocery store may be rung at this register in addition to the normal purchases made from this department. The minimum hourly rate for Food Court clerks will be as follows, and will remain in effect for the entire remaining term of the Current Agreement:

Food Court Clerk	Effective 9-12-05	Effective 1-1-07
Start	\$ 6.15	\$ 6.85
30 calendar days	\$ 6.35	\$ 6.85
6 months (1040 hours)	\$ 6.45	\$ 6.85
12 months (2080 hours)	\$ 6.65	\$ 6.85
18 months (3120 hours)	\$ 7.60	\$ 7.60
24 months (4160 hours)	\$ 8.60	\$ 8.60
30 months (5200 hours)	\$10.85	\$10.85

Specifically, all Food Court Clerks who are actively employed at the top rate or more as of September 10, 2006, shall receive a minimum increase of thirty cents (\$.30) per hour, effective September 10, 2006, and thereafter shall receive a minimum increase of twenty cents (\$.20) per hour effective September 9, 2007. Provided, further, that all Food Court Clerks who are actively employed as of May 12, 2006 and who, as of September 10, 2006, are below the top rate, shall receive a minimum increase of twenty-five cents (\$.25) per hour, effective September 10, 2006, and then shall remain at the increased rate until properly qualifying, under the continuous-service progression requirements listed above, for the next bracket (or

service) rate higher than the increased rate. Thereafter, for the term of this Agreement, such Food Court Clerks and all Food Court Clerks hired after May 12, 2006 (including those who complete their probationary period after that date) shall progress through the contract progression wage schedule (brackets) until they reach top rate.

Section 7(d). Student Employees: It is understood that the Employer may employ student employees' as Food Court Clerks, who are hired when they are students in High School. Such employees will be permitted to perform all the duties of Food Court employees (unless prohibited by law). Such employees will have no automatic right of advancement to the Food Court Clerk classification upon graduation, but such a student Food Court Clerk may continue to work in this Student Classification until a bona fide opening is available as a Food Court Clerk. At that time, the graduated student will be given the opportunity to move into the new position, as a new employee, receiving 1/2 of their total experience hours as a Student employee to a maximum of 2080 hours as credit to the normal progression for Food Court Clerks. The seniority date for such reclassified students shall be their original date of hire. Health and Welfare contributions for such reclassified students shall begin in the third (3rd) month following reclassification. It is further understood that Food Court Student Employees are not included in the limitation of student employees covered in Article IX, section 8(c) of the Basic Agreement.

The minimum hourly rates of pay for Food Court Employees shall be based on their months of service, and shall be the same as student employees covered in Article IX, section 8(b) of the Basic Agreement.

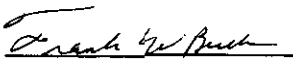
Section 7(e). Head Food Court Clerk-Assistant Head Food Court Clerk: It is further agreed by the employer that such Food Court operation shall employ a Head Food Court Clerk and an Assistant Head Food Court Clerk. The Head Food Court Clerk shall receive a premium of \$.75 cents per hour above his or her regular hourly rate and the Assistant Head Food Court Clerk shall receive a premium of \$.25 cents per hour above his or her regular hourly rate. It is further agreed that when such employees are absent due to Vacation or illness, or other permitted leaves of absence of at least one week in duration, that the employee filling such position will receive the above stated premiums.

Section 7(f). Health and Welfare-Pension: It is further agreed that Food Court Clerks will be covered under the same Health and Welfare and Pension provisions of the Clerks Basic Agreement which apply to Bakery Clerks.

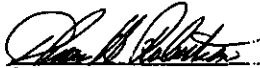
IN WITNESS WHEREOF, the parties have hereunto set their hands this 15th day of November, 2006.

AKRON-CANTON FOOD
INDUSTRY COMMITTEE

UNITED FOOD AND
COMMERCIAL WORKERS
UNION LOCAL No. 880



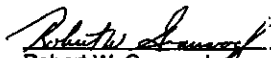
Frank W. Buck
Chairman



Thomas H. Robertson
President



John Halkias
Vice President



Robert W. Grauvogl
Secretary-Treasurer

NON-FOOD CLERKS SUPPLEMENT

Purpose of Supplement

The intent and purpose of this Supplement between the members of the Akron-Canton Food Industry Committee, separately and collectively (ACFIC), and United Food and Commercial Workers Union Local No. 880 is to promote and improve labor-management relations between them. To the extent practicable, the terms of the Labor Agreement between the ACFIC and the Union apply unless specifically modified by this Supplement.

- 1. Non-Food Clerks shall be covered under the following wage schedule:

Non-Food Clerks	Effective 9-12-05	Effective 1-1-07
0 - 30 calendar days	\$ 6.05	\$ 6.85
31 days - 3 months	\$ 6.25	\$ 6.85
3-9 months	\$ 6.75	\$ 6.85
9 - 18 months	\$ 7.60	\$ 7.60
18 - 24 months	\$ 8.30	\$ 8.30
Over 24 months	\$10.30	\$10.30

Specifically, all Non-Food-Clerks who are actively employed at the top rate or more as of September 10, 2006, shall receive a minimum increase of thirty cents (\$.30) per hour, effective September 10, 2006, and thereafter shall receive a minimum increase of twenty cents (\$.20) per hour effective September 9, 2007. Provided, further, that all Non-Food Clerks who are actively employed as of May 12, 2006 and who, as of September 10, 2006, are below the top rate, shall receive a minimum increase of twenty-five cents (\$.25) per hour effective September 10, 2006. All Non-Food Clerks hired after May 12, 2006 shall, for the term of this Agreement, advance through the contract progression wage schedules (brackets) until they reach the top rate.

2. In each store which employs Non-Food Clerks, a Non-Food Lead Clerk shall be designated. The Non-Food Lead Clerk shall receive a premium of sixty cents (\$.60) per hour (to be added to that employee's regular hourly Non-Food Clerk rate).
3. The Non-Food Clerks classification shall be subject to the following conditions:
 - a. This classification and wage schedule shall apply only to employees who are hired on or after October 11, 1996, and shall have absolutely no application to any employees hired prior to that date.
 - b. The duties of Non-Food Clerks shall be limited exclusively to non-foods products sold within retail food stores (e.g., general merchandise, health and beauty aids, etc.), and any employee who has work duties which cover both non-foods and food products, except a

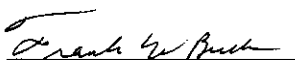
Part-time Grocery Clerk, must be classified and paid under the regular classification of Checker-Clerks.


- c. It is the responsibility of each company to comply with the conditions governing the Non-Food Clerks classification, and any company which is guilty of repeated violations of those conditions shall be subject to meaningful penalties under the Industry-Union Standing Committee set forth in Article XV of the basic collective bargaining Agreement (including possible loss of the classification).
- d. The "Supplement Agreement to the Fred W. Albrecht Grocery Company" modifies the terms of this Non-Food Clerks Supplement applicable to Non-Food Clerks employed by the F.W. Albrecht Grocery Company.


IN WITNESS WHEREOF, the parties have hereunto set their hands this 15th day of November, 2006.

AKRON-CANTON FOOD
INDUSTRY COMMITTEE

UNITED FOOD AND
COMMERCIAL WORKERS
UNION LOCAL No. 880


Frank W. Buck
Chairman


Thomas H. Robertson
President


Robert W. Grauvogl
Secretary-Treasurer

IMPORTANT INFORMATION

WITHDRAWAL CARD

You should contact the Local 880 office promptly if you:

- ☐ Quit, are terminated, or are on lay-off, sick leave, military leave, or personal leave and;
- ☐ Have not worked in one or more calendar months.

If you are current on dues and your initiation fee has been paid in full, you will be issued a withdrawal card - at no cost - on request. Withdrawal cards are valid in any UFCW local and they have no expiration date.

Failure to obtain a withdrawal card could result in your having to pay an initiation fee if you return to work.

GRIEVANCES

A grievance is a complaint by a union member that an employer has violated a contract provision. Your contract provides a mechanism for resolving violations or differences in interpretation: the grievance procedure.

To report a grievance, contact your Steward or Local 880 union representative, who can advise you, investigate the facts of the grievance, and assist in resolving it.

UNION BUSINESS MEETING

Keep informed and make your viewpoint known - attend your union meetings. Regular meetings are held during the year at locations throughout Local 880's jurisdiction. The meetings are announced in Local 880's newspaper, *The Voice*.

CHANGE OF ADDRESS OR NAME

If you change your name or address, notify the Local 880 office promptly. Doing so will ensure that you receive important mail from the Union, like material about contract negotiations, union meeting notices, and union publications.

U.F.C.W. Union Local 880



Thomas H. Robertson
President

Robert W. Grauvogl
Secretary-Treasurer

Be Union — Shop Union

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